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Individually and on behalf of all others similarly
situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Darrell Hughes, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

United Airlines, Inc.; and Does 1 through 20,
inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

10/27/2022 at 03:14:14 PM

By: Xian-xi Bowie,
Deputy Clerk

CASE NO.: 22CV020677

**CLASS ACTION COMPLAINT
FOR:**

- (1) Failure to Pay Reporting Time Pay;
- (2) Failure to Provide Meal Periods;
- (3) Failure to Permit Rest Breaks;
- (4) Failure to Reimburse All Business Expenses;
- (5) Failure to Keep Accurate Payroll Records;
- (6) Failure to Pay Waiting Time Penalties; and
- (7) Violation of Business and Professions § 17200, *et seq.*

DEMAND FOR JURY TRIAL

1
2 Plaintiff Darrell Hughes, individually and on behalf of others similarly situated, alleges as
3 follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff Darrell Hughes (“Plaintiff”) brings this putative class action against United
6 Airlines, Inc. (“Defendant”) and Does 1-20 (“Defendants”), on behalf of himself individually and
7 a proposed class of similarly situated individuals.

8 2. Plaintiff and proposed Class members are flight crew personnel, including flight
9 attendants who work or have worked for Defendant in California.

10 3. Defendant operates an international airline, which employs Plaintiff and the Class
11 at airports throughout California.

12 4. Through this action, Plaintiff alleges that Defendant has engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
14 Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate unfair
15 competition.

16 5. Plaintiff is informed and believes, and thereon alleges, that Defendant has
17 increased their profits by violating state wage and hour laws by, among other things:

- 18 (a) Failing to pay reporting time pay;
19 (b) Failing to provide meal periods or compensation in lieu thereof;
20 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
21 (d) Failing to reimburse for all business expenses; and
22 (e) Failing to pay all wages at termination.

23 6. Defendants maintained and enforced against the class the following unlawful
24 practices and policies, in violation of California state wage and hour laws:

- 25 (a) Defendants failed to compensate Plaintiff and other class members for half a day’s
26 work for the times they were required to report to work but were not put to work
27 or were furnished with less than half of their usual scheduled day’s work.
28

1 (b) Defendants failed to provide meal and rest in violation of California law. Plaintiffs
2 and class members regularly worked in excess of five (5) hours a day without being
3 provided at least half-hour meal periods in which they were relieve of all duties.
4 Furthermore, Defendants failed to provide a second meal period for shifts of more
5 than ten (10) hours. Instead, Defendants regularly required Plaintiff and class
6 members to perform work off-the-clock during meal periods. Moreover, based on
7 lack of proper coverage and the scheduling of meal periods, Plaintiff and class
8 members were not able to take off-duty meal and rest periods during their shifts.
9 When class members suffered meal and rest period violations, Defendants failed to
10 pay an additional hour of pay at the regular rate of pay to class members.

11 (c) Defendants failed to reimburse Plaintiff and class members for all business
12 expenses, including but not limited to work required uniforms and their cleaning
13 costs, home internet and cellphone plans.

14 7. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf
15 of himself and all others similarly situated in California to recover, among other things, unpaid
16 wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to Labor
17 Code §§ 201-203, 226.7, 512, 1174, 1174.5, 2800 and 2802.

18 **JURISDICTION AND VENUE**

19 8. This is a class action, pursuant to California Code of Civil Procedure § 382. The
20 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
21 of the Superior Court and will be established according to proof at trial.

22 9. This Court has jurisdiction over this action pursuant to the California
23 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
24 except those given by statutes to other courts. The statutes under which this action is brought
25 do not specify any other basis for jurisdiction.

26 10. This Court has jurisdiction over all Defendants because, upon information and
27 belief, they are citizens of California, have sufficient minimum contacts in California or
28 otherwise intentionally avail themselves of the California market so as to render the exercise of

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county and acts and omissions alleged herein took place in this county. Further, Defendant failed to file and obtain a certificate of qualification and designate its principal place of business in California. As a foreign corporation that is not qualified to do business in California, it may be sued in any county in the state. *Easton v. Superior Court*, 12 CA3d 243, 90 CR 642 (1970).

THE PARTIES

12. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during the Class Period in California.

13. Plaintiff is informed and believes, and thereon alleges, that Defendant at all times hereinafter mentioned, was and is an employer as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

14. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names Does 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

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

16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent,

1 the official policy of Defendants.

2 17. At all relevant times, Defendants, and each of them, acted within the scope of
3 such agency or employment, or ratified each and every act or omission complained of herein.

4 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
5 each and all the other Defendants in proximately causing the damages herein alleged.

6 18. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
8 omissions, occurrences and transactions alleged herein.

9 **CLASS ACTION ALLEGATIONS**

10 19. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
11 himself and all others similarly situated who were affected by Defendant's Labor Code, Business
12 and Professions Code §§ 17200 and IWC Wage Order violations.

13 20. All claims alleged herein arise under California law for which Plaintiff seeks
14 relief authorized by California law.

15 21. Plaintiff's proposed Class consists of and is defined as follows:

16 Class

17 All current and former flight attendants and pilots who worked for
18 Defendants in the State of California from four years preceding the filing
19 of this Complaint. plus 179 days before the filing of this complaint to the
20 date of trial.¹

21 22. Members of the Class described above will be collectively referred to as "Class
22 Members." Plaintiff reserves the right to establish other or additional subclasses, or modify any
23 Class or Subclass definition, as appropriate based on investigation, discovery and specific
24 theories of liability.

25 23. Plaintiff also seeks to certify the following SubClass of employees:

26 Subclass

27
28 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court,
Appendix I, Emergency Rule No. 9.

1 All members of the Class who separated their employment from
2 Defendants from three years preceding the filing of this Complaint.

3 24. This action has been brought and may properly be maintained as a class action
4 under the California Code of Civil Procedure § 382 because there are common questions of law
5 and fact as to the Class that predominate over questions affecting only individual members
6 including, but not limited to:

- 7 (a) Whether Defendants paid reporting time pay;
- 8 (b) Whether Defendants deprived Plaintiff and class members of compliant meal
9 periods or required Plaintiff and class members to work through meal periods
10 without compensation;
- 11 (c) Whether Defendants deprived Plaintiff and class members of compliant rest
12 breaks;
- 13 (d) Whether Defendants failed to reimburse Plaintiff and class members for
14 business expenses; and
- 15 (e) Whether Defendants engaged in unfair business practices in violation of
16 Business & Professions Code §§ 17200, *et seq.*

17 25. There is a well-defined community of interest in this litigation and the Class is
18 readily ascertainable:

- 19 (a) Numerosity: The members of the Class are so numerous that joinder of all
20 members is impractical. Although the members of the Class are unknown
21 to Plaintiff at this time, on information and belief, the Class is estimated to
22 be greater than 100 individuals. The identity of the class members are
23 readily ascertainable by inspection of Defendants' employment and payroll
24 records.
- 25 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
26 claims (or defenses, if any) of the Class because Defendants' failure to
27 comply with the provisions of California wage and hour laws entitled each
28 class member to similar pay, benefits and other relief. The injuries

1 sustained by Plaintiff are also typical of the injuries sustained by the Class
2 because they arise out of and are caused by Defendants' common course of
3 conduct as alleged herein.

4 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
5 and protect the interests of all members of the Class because it is in his best
6 interest to prosecute the claims alleged herein to obtain full compensation
7 and penalties due to him and the Class. Plaintiff's attorneys, as proposed
8 class counsel, are competent and experienced in litigating large employment
9 class actions and are versed in the rules governing class action discovery,
10 certification and settlement. Plaintiff has incurred and, throughout the
11 duration of this action, will continue to incur attorneys' fees and costs that
12 have been and will be necessarily expended for the prosecution of this
13 action for the substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort and expense as compared with separate lawsuits,
17 and will avoid inconsistent outcomes because the same issues can be
18 adjudicated in the same manner and at the same time for each Class. If
19 appropriate this Court can, and is empowered to, fashion methods to
20 efficiently manage this case as a class action.

21 (e) Public Policy Considerations: Employers in the State of California and
22 other states violate employment and labor laws every day. Current
23 employees are often afraid to assert their rights out of fear of direct or
24 indirect retaliation. Former employees are fearful of bringing actions
25 because they believe their former employers might damage their future
26 endeavors through negative references and/or other means. Class actions
27 provide the class members who are not named in the complaint with a
28 type of anonymity that allows for the vindication of their rights at the

1 same time as affording them privacy protections.

2 **FACTUAL ALLEGATIONS**

3 26. Plaintiff Darrell Hughes worked for Defendant from approximately November
4 2015 until August 2, 2022, as a flight attendant.

5 27. On multiple occasions, Plaintiff has reported for work at his home base airport
6 only to not work his scheduled flight. Moreover, while working as a “reserve” flight attendant,
7 Plaintiff has reported for work at his home airport base on a “standby” shift, where an employee
8 is to wait on the ready, at the airport for four hours, in case he or she is needed. On multiple
9 occasions, Plaintiff reported for his standby shift and did not work an actual flight. Defendant
10 did not properly pay reporting time penalties for such shifts as required by law.

11 28. During a flight, Plaintiff and the Class are expected to be alert and on duty at all
12 times for safety. Plaintiff and the Class were expected to make safety and service rounds of the
13 aircraft approximately every fifteen (15) minutes.

14 29. Plaintiff and the Class were regularly denied timely and compliant meal and rest
15 breaks. For example, Plaintiff regularly worked shifts over six (6) hours in length, but he rarely
16 received a thirty (30) minute meal break before the fifth hour. In fact, on many occasions,
17 Plaintiff was unable to eat at all while working for Defendant. Plaintiff was only able to “eat on
18 the go” while on duty for Defendant. Additionally, Plaintiff rarely received a rest break while
19 working for Defendant. Despite this, Defendant never compensated Plaintiff or the Class meal
20 or rest period premiums for which they were entitled.

21 30. Plaintiff and the Class were required to expend monies in direct consequence of
22 their work for Defendant. For example, Plaintiff was required to purchase and maintain
23 uniforms from Defendant. Plaintiff also was required to complete mandatory work training at
24 home on either his personal computer or cellular phone. Defendant failed to reimburse Plaintiff
25 for any of these expenses.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME PAY**

3 **(Violation of Labor Code § 1198; Violation of IWC Wage Order 9)**

4 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 32. Cal Labor Code § 1198 prohibits employers from violating the IWC Wage
7 Orders.

8 33. Section 5 of the applicable IWC Wage Order requires that on each workday that
9 an employee reports for work as scheduled but is not put to work or is furnished less than half of
10 the employee's usual or scheduled day's work, the employee shall be paid for half the usual or
11 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at
12 the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5
13 of the applicable Wage Order denominates this as "Reporting Time Pay."

14 34. During the Class Period, Plaintiff and class members were required to report to
15 work but were not put to work and would be sent home early. Accordingly, for those times that
16 Plaintiffs and class members were required to report to work but were not put to work or were
17 furnished with less than half of their usual scheduled day's work, Plaintiffs and class members
18 are entitled to recover from Defendants compensation for half a day's work, plus interest thereon,
19 together with their reasonable attorneys' fees and costs.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

23 35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 36. Labor Code § 226.7 provides that no employer shall require an employee to work
26 during any meal period mandated by the IWC Wage Orders.

27 37. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
28 any person for a work period of more than five (5) hours without a meal period of not less than

1 30 minutes, except that when a work period of not more than six (6) hours will complete the
2 day's work the meal period may be waived by mutual consent of the employer and the
3 employee."

4 38. Labor Code § 512(a) provides that an employer may not require, cause or permit
5 an employee to work for a period of more than five (5) hours per day without providing the
6 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
7 the total work period per day of the employee is not more than six (6) hours, the meal period may
8 be waived by mutual consent of both the employer and the employee.

9 39. Labor Code § 512(a) also provides that an employer may not employ an employee
10 for a work period of more than ten (10) hours per day without providing the employee with a
11 second meal period of not less than thirty (30) minutes, except that if the total hours worked is
12 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
13 employer and the employee only if the first meal period was not waived.

14 40. During the relevant time period, Plaintiff and class members did not receive
15 compliant meal periods for each five hours worked per day or a second meal period for every ten
16 hours worked. Specifically, Plaintiff and class members were regularly required to consistently
17 work through their meal periods, regularly had their meal periods interrupted, were provided
18 with meal periods that were often less than thirty minutes, and/or were regularly provided with
19 meal periods after the end of the fifth hour of their shifts.

20 41. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
21 an employer to pay an employee one additional hour of pay at the employee's regular rate of
22 compensation for each work day that a meal period is not provided.

23 42. At all relevant times, Defendants failed to pay Plaintiff and class members all
24 meal period premiums due for meal period violations pursuant to Labor Code § 226.7(b) and
25 section 11 of the applicable IWC Wage Order.

26 43. As a result of Defendants' failure to pay Plaintiff and class members an additional
27 hour of pay for each day a meal period was not provided, Plaintiff and class members suffered
28 and continue to suffer a loss of wages and compensation.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST BREAKS**

3 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)**

4 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 45. Labor Code § 226.7(a) provides that no employer shall require an employee to
7 work during any rest period mandated by the IWC Wage Orders.

8 46. Section 12 of the applicable IWC Wage Order states “every employer shall
9 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
10 the middle of each work period” and the “authorized rest period time shall be based on the total
11 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
12 thereof” unless the total daily work time is less than three and one-half (3½) hours.

13 47. During the relevant time period, Plaintiff and class members did not receive a ten
14 (10) minute rest period for every four (4) hours or major fraction thereof worked.

15 48. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
16 an employer to pay an employee one additional hour of pay at the employee’s regular rate of
17 compensation for each workday that the rest period is not provided.

18 49. At all relevant times, Defendants failed to pay Plaintiff and class members all rest
19 period premiums due for rest period violations pursuant to Labor Code § 226.7(b) and section
20 12 of the applicable IWC Wage Order.

21 50. As a result of Defendants’ failure to pay Plaintiff and class members an additional
22 hour of pay for each day a rest period was not provided, Plaintiff and class members suffered
23 and continue to suffer a loss of wages and compensation.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

26 **(Violation of Labor Code §§ 2800, 2802, and the Applicable IWC Wage Order § 9)**

27 51. Plaintiff re-alleges and incorporates by this reference each and every allegation
28 set forth in all previous paragraphs of the Complaint.

1 52. Labor Code § 2800 provides, in pertinent part, “[a]n employer shall in all cases
2 indemnify his employee for losses caused by the employer’s want of ordinary care.”

3 53. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
4 his or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties...”

6 54. Further, Labor Code § 2802 additionally provides, in pertinent part: “(c)...the
7 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not
8 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

9 55. The Applicable IWC Wage Order § 9 provides that: “When uniforms are required
10 by the employer to be worn by the employee as a condition of employment, such uniforms shall
11 be provided and maintained by the employer”. Additionally, it provides “When tools or
12 equipment are required by the employer or are necessary to the performance of a job, such tools
13 and equipment shall be provided and maintained by the employer....”

14 56. California Labor Code section 2804 mandates that this statutory right cannot be
15 waived.

16 57. During the relevant time period, Defendants were required to indemnify and
17 reimburse Plaintiff and members of the Plaintiff Class for all expenditures or losses caused by
18 the employer’s want of ordinary care and/or incurred in direct consequent of the discharge of
19 their duties, but failed to indemnify and reimburse Plaintiff and members of the Plaintiff Class.

20 58. As a direct and proximate result, Plaintiff and members of the Plaintiff Class have
21 suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such
22 monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in
23 seeking to compel Defendants to fully perform their obligations under California law, all to their
24 damage in amounts according to proof at the time of trial.

25 59. Accordingly, Plaintiff and members of the Plaintiff Class are entitled to recover,
26 and hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment
27 interest, applicable penalties, attorneys’ fees and costs, and any further equitable relief this Court
28 may deem just and proper. *See* Cal. Lab. Code § 2802, *see also*, Cal. Civ. Proc. Code § 1021.5.

1 60. Plaintiff, on behalf of herself and members of the Plaintiff Class, requests relief
2 as described below.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

5 **(Violation of California Labor Code §§ 1174 & 1174.5)**

6 61. Plaintiff re-alleges and incorporates by this reference each and every allegation
7 set forth in all previous paragraphs of the Complaint.

8 62. Labor Code § 1174 requires Defendant to maintain payroll records showing the
9 actual hours worked daily by Plaintiff and the Class members.

10 63. Defendant knowingly, intentionally, and willfully has failed to maintain payroll
11 records showing the actual hours worked by Plaintiff and the Class members as required by
12 California Labor Code § 1174 and in violation of § 1174.5. As a direct result of Defendant's
13 failure to maintain payroll records, Plaintiff and the Class members have suffered actual
14 economic harm as they have been precluded from accurately monitoring the number of hours
15 they have worked as compared with what they were paid. As a direct and proximate result of the
16 unlawful acts and omissions of Defendant, Plaintiff and the Class members are entitled to
17 recover damages and penalties in an amount to be determined at trial, plus interest, attorneys'
18 fees, and costs of suit

19 **SIXTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(Violation of Labor Code §§ 201-203)**

22 64. Plaintiff re-alleges and incorporates by this reference each and every allegation
23 set forth in all previous paragraphs of the Complaint.

24 65. California Labor Code §§ 201 and 202 provide that if an employer discharges an
25 employee, the wages earned and unpaid at the time of discharge are due and payable
26 immediately, and that if an employee voluntarily leaves her employment, her wages shall
27 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
28 has given seventy-two (72) hours previous notice of her intention to quit, in which case the

1 employee is entitled to her wages at the time of quitting.

2 66. During the relevant time period, Defendant willfully failed to pay Plaintiff and
3 Waiting Time SubClass members all their earned wages upon termination including, but not
4 limited to, proper sick pay at the regular rate of pay, meal and rest break premiums at the regular
5 rate of pay, minimum wages and overtime compensation, either at the time of discharge or within
6 seventy-two (72) hours of heir leaving Defendant's employ.

7 67. Defendant's failure to pay Plaintiff and Waiting Time SubClass members all their
8 earned wages at the time of discharge or within seventy-two (72) hours of their leaving
9 Defendant's employ is in violation of Labor Code §§ 201 and 202.

10 68. California Labor Code § 203 provides that if an employer willfully fails to pay
11 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
12 and 202, then the wages of the employee shall continue as a penalty from the due date at the
13 same rate until paid or until an action is commenced; but the wages shall not continue for more
14 than thirty (30) days.

15 69. Plaintiff and Waiting Time SubClass members are entitled to recover from
16 Defendant the statutory penalty which is defined as Plaintiff's and Waiting Time SubClass
17 members' regular daily wages for each day they were not paid, at their regular hourly rate of
18 pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

21 70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 71. Defendants' conduct, as alleged herein, has been and continues to be unfair,
24 unlawful and harmful to Plaintiff and class members. Plaintiff seek to enforce important rights
25 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

26 72. Defendants' activities, as alleged herein, violate California law and constitute
27 unlawful business acts or practices in violation of California Business and Professions Code §§
28 17200, *et seq.*

1 73. A violation of Business and Professions Code §§ 17200, *et seq.* may be
2 predicated on the violation of any state or federal law.

3 74. Defendant's policies and practices have violated state law in at least the following
4 respects:

5 75. Violation of Labor Code §§ 201, 202, 203, for failure to timely pay all earned
6 wages owed to Plaintiff and other aggrieved employees upon separation of employment as
7 herein alleged;

8 76. Failing to pay reporting time pay in violation of Labor Code § 1198;

9 77. Failing to provide timely meal periods without paying Plaintiff and class
10 members premium wages for every day said meal periods were not provided in violation of
11 Labor Code §§ 226.7 and 512;

12 78. Failing to authorize or permit rest breaks without paying Plaintiff and class
13 members premium wages for every day said rest breaks were not authorized or permitted in
14 violation of Labor Code § 226.7; and

15 79. Failing to keep accurate payroll records in violation of Labor Code §§ 1174 and
16 1174.5.

17 80. Defendants intentionally avoided paying Plaintiff and class members' wages and
18 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
19 undercut their competitors and establish and gain a greater foothold in the marketplace.

20 81. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class
21 members are entitled to restitution of the wages unlawfully withheld and retained by Defendants
22 during a period that commences four years prior to the filing of the Complaint; an award of
23 attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an
24 award of costs.

25 82. For all provisions of the Labor Code except those for which a civil penalty is
26 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
28

1 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
2 period in which Defendants violated these provisions of the Labor Code.

3 83. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
4 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
5 cited above.

6 84. Plaintiff, as a representative of the general public, seeks to recover all Labor Code
7 section 2699(f)(2) civil penalties for each Labor Code violation alleged herein, according to
8 proof, as to those penalties otherwise only available in public agency enforcement actions. Funds
9 recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered
10 provided to the LWDA on behalf of the State of California.

11 85. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
12 herein.

13 **PRAYER FOR RELIEF**

14 Plaintiff, on her own behalf and on behalf of all others similarly situated, pray for relief
15 and judgment against Defendants, jointly and severally, as follows:

16 1. For certification of this action as a class action, including certifying the Class and
17 Subclass alleged by Plaintiff;

18 2. For appointment of Darrell Hughes as the class representative;

19 3. For appointment of Lebe Law, APLC as class counsel for all purposes;

20 4. For compensatory damages in an amount according to proof with interest
21 thereon;

22 5. For economic and/or special damages in an amount according to proof with
23 interest thereon;

24 6. To pay all reporting time pay as required by law, in an amount according to proof;

25 7. To pay all meal period premiums for failure to provide off-duty meal periods as
26 required by law, in an amount according to proof;

27 8. To pay all rest period premiums for failure to provide paid 10-minute rest periods
28 as required by law, in an amount according to proof;

1 9. For reimbursement of unpaid business expenses, in accordance with Labor Code
2 section 2802;

3 10. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by
4 law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;

5 11. For statutory penalties to the extent permitted by law, including those pursuant to
6 the Labor Code and IWC Wage Orders;

7 12. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

8 13. For an order requiring Defendants to restore and disgorge all funds to each
9 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
10 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
11 §§ 17200, *et seq.*;

12 14. For an award of damages in the amount of unpaid compensation including, but not
13 limited to, unpaid wages, benefits and penalties, including interest thereon;

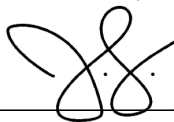
14 15. For pre-judgment interest; and

15 16. For such other relief as the Court deems just and proper.

16
17 DATED: October 27, 2022

LEBE LAW, APLC

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19 By: _____



Jonathan M. Lebe
Yuri A. Chornobil
Attorney for Plaintiff Darrell Hughes,
Individually and on behalf of all others
similarly situated

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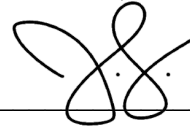
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: October 27, 2022

LEBE LAW, APLC

By: _____



Jonathan M. Lebe
Yuri A. Chornobil
Attorney for Plaintiff Darrell Hughes,
Individually and on behalf of all others
similarly situated