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Individually, on behalf of all others similarly situated, and as
representatives of the State of California

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

Darrell Hughes and Robin Goings,
individually, on behalf of all others
similarly situated, and as representatives of
the State of California,

Plaintiffs,

vs.

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

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
10/17/2025

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

Case No. 23CV029590

**FIRST AMENDED CLASS AND
REPRESENTATIVE 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;
- (7) Violation of Business and Professions Code
§§ 17200, *et seq.*; and
- (8) Violations of Labor Code §§ 2698, *et seq.*

DEMAND FOR A JURY TRIAL

1 Plaintiffs Darrell Hughes and Robin Goings (together, “Plaintiffs”), individually, on
2 behalf of others similarly situated, and as representatives of the State of California, hereby allege
3 as follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff Darrell Hughes and Plaintiff Robin Goings (together, “Plaintiffs”) bring
6 this class and representative action against Defendants United Airlines, Inc. (“Defendant
7 United”), and Does 1 through 20, inclusive (collectively, “Defendants”), on behalf of themselves
8 individually, all others similarly situated, and all other aggrieved employees of Defendants
9 throughout California. Plaintiffs seek to recover civil penalties for all California-based flight
10 attendants who incurred wage and hour violations and losses as hereinafter described during the
11 “PAGA Period” (defined as January 14, 2022 to July 9, 2025) and damages for all California-
12 based flight attendants who worked during the “Class Period” (defined as October 27, 2019 to
13 July 9, 2025).

14 2. On October 26, 2022, Plaintiff Darrel Hughes gave notice of these claims to the
15 California Labor and Workforce Development Agency (“LWDA”) and to the agent for service
16 of process for each Defendant. Plaintiffs have not received a response from the LWDA indicating
17 that it intends to investigate these claims. Accordingly, Plaintiffs have exhausted all notice
18 requirements under the PAGA. Plaintiffs assert claims for civil penalties as representatives of the
19 State of California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and
20 to the extent permitted by law, on behalf of aggrieved employees who held the positions
21 identified herein and suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

22 3. Through this action, Plaintiffs allege that Defendants have engaged in a
23 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”) and
24 Industrial Welfare Commission (“IWC”) Wage Orders, all of which contribute to
25 Defendants’ deliberate unfair competition.

26 4. Plaintiffs are informed and believe, and thereon allege, during the PAGA Period,
27 Defendants had a consistent policy of violating state wage and hour laws by, among other things:

28 (a) Failing to pay reporting time pay;

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

5. Defendants maintained and enforced against the Class the following unlawful practices and policies, in violation of California state wage and hour laws:

- (a) Defendants failed to compensate Plaintiffs and other Class Members for half a day's work for the times they were required to report to work but were not put to work or were furnished with less than half of their usual scheduled day's work;
- (b) Defendants failed to provide meal and rest breaks in violation of California law. Plaintiffs and Class Members regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieve of all duties Furthermore, Defendants failed to provide a second meal period for shifts of more than ten (10) hours. Instead, Defendants regularly required Plaintiffs and Class Members to perform work off-the-clock during meal periods. Moreover, based on lack of proper coverage and the scheduling of meal periods, Plaintiffs and Class Members were not able to take off-duty meal and rest periods during their shifts. When Class Members suffered meal and rest period violations, Defendants failed to pay an additional hour of pay at the regular rate of pay to Class Members; and
- (c) Defendants failed to reimburse Plaintiffs and Class Members for all business expenses, including but not limited to work-required uniforms and their cleaning costs, home internet, and cellphone plans.

6. Plaintiffs bring this class and representative action seeking monetary relief against Defendants on behalf of themselves, all others similarly situated in California, and other aggrieved employees to recover, among other things, unpaid wages and benefits, interest, penalties, attorney's fees, costs, and expenses pursuant to Labor Code §§ 201-203, 226.7, 512,

1 1174, 1174.5, 2800 and 2802, and pursuant to the Private Attorneys General Act of 2004, Labor
2 Code §§ 2698, *et seq.* (“PAGA”).

3 **JURISDICTION AND VENUE**

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

8 8. The Superior Court has jurisdiction over all Defendants because, upon
9 information and belief, they are citizens of California, have sufficient minimum contacts in
10 California, or otherwise intentionally avail themselves of the California market so as to render
11 the exercise of jurisdiction over them by the California courts consistent with traditional notions
12 of fair play and substantial justice.

13 9. Venue is proper in the Superior Court because, upon information and belief,
14 Defendants reside, transact business, or have offices in this county, and the acts and omissions
15 alleged herein took place in this county. Further, Defendants failed to file and obtain a certificate
16 of qualification and designate its principal place of business in California. As a foreign
17 corporation that is not qualified to do business in California, it may be sued in any county in the
18 state. (*Easton v. Superior Court* (1970) 12 Cal. App. 3d 243.) Moreover, a PAGA action may be
19 filed in any county in which aggrieved employees worked for a defendant. (*Crestwood*
20 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal. App. 5th 1069, 1076.)

21 **THE PARTIES**

22 10. Plaintiff Darrell Hughes is a citizen of California and worked for Defendants in
23 California during the PAGA Period and Class Period as alleged herein. Details regarding Plaintiff
24 Darrell Hughes’ precise hours, pay, and revenue generated for Defendants are available by
25 reference to Defendants’ records.

26 11. Plaintiff Robin Goings is a citizen of California and worked for Defendants in
27 California during the PAGA Period and Class Period as alleged herein. Details regarding Plaintiff
28

1 Robin Goings' precise hours, pay, and revenue generated for Defendants are available by
2 reference to Defendants' records.

3 12. Defendant United operates an international airline doing business in California
4 and incorporated in Delaware. Defendant United employs Plaintiffs, the Class Members, and the
5 aggrieved employees.

6 13. Plaintiffs are informed and believe, and thereon allege, that Defendant United is
7 a corporation doing business throughout the State of California, and at all times hereinafter
8 mentioned, an employer as defined in and subject to the California Labor Code and Industrial
9 Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged throughout
10 this county and the State of California. Defendant United is headquartered in Chicago, IL and
11 operates multiple facilities within California.

12 14. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
13 herein, Defendants were advised by skilled lawyers, employees, and other professionals who
14 were knowledgeable about California's wage and hour laws, employment, and personnel
15 practices, and the requirements of California law.

16 15. Plaintiffs are unaware of the true names or capacities of the Defendants sued
17 herein under the fictitious names Does 1 through 20, but will seek leave of this Court to amend
18 this Complaint and serve such fictitiously named Defendants once their names and capacities
19 become known.

20 16. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted
21 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
23 are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as
24 the employer and/or joint employer of Plaintiffs, the Class Members, and the aggrieved
25 employees.

26 17. Plaintiffs are informed and believe, and thereon allege, that each and all of the
27 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
28 Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the

1 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
2 official policy of Defendants.

3 18. At all relevant times, Defendants, and each of them, acted within the scope of such
4 agency or employment, or ratified each and every act or omission complained of herein. At all
5 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
6 and all the other Defendants in proximately causing the damages herein alleged.

7 19. Plaintiffs are informed and believe, and thereon allege, that each of said
8 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
9 omissions, occurrences and transactions alleged herein.

10 **CLASS ACTION ALLEGATIONS**

11 20. Plaintiffs bring this action under the Code of Civil Procedure § 382 on behalf of
12 themselves and all others similarly situated who were affected by Defendants' Labor Code,
13 Business and Professions Code §§ 17200 *et seq.*, and IWC Wage Order violations.

14 21. Plaintiffs' proposed class consists of and is defined as follows:

15 **Class:**

16 All current and former flight attendants who worked for Defendant in the State
of California from October 27, 2019 to July 9, 2025.

17 22. Plaintiffs also seek to certify the following subclass of employees:

18 **Subclass:**

19 All members of the class who separated their employment from Defendant from
October 27, 2020 to July 9, 2025.

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

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

28 (a) Whether Defendant paid reporting time pay;

- 1 (b) Whether Defendant deprived Plaintiffs and Class Members of compliant meal
2 periods or required Plaintiffs and Class Members to work through meal periods
3 without compensation;
- 4 (c) Whether Defendant deprived Plaintiffs and Class Members of compliant rest
5 breaks;
- 6 (d) Whether Defendant failed to reimburse Plaintiffs and Class Members for
7 business expenses; and
- 8 (e) Whether Defendant engaged in unfair business practices in violation of Business
9 & Professions Code §§ 17200, *et seq.*

10 25. There is a well-defined community of interest in this litigation and the class is
11 readily ascertainable:

- 12 (a) Numerosity: The members of the class are so numerous that joinder of all
13 members is impractical. Although the members of the class are unknown to
14 Plaintiffs at this time, on information and belief, the class is estimated to be
15 greater than 100 individuals. The identity of the Class Members are readily
16 ascertainable by inspection of Defendants' employment and payroll records.
- 17 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the claims
18 (or defenses, if any) of the class because Defendants' failure to comply with the
19 provisions of California wage and hour laws entitled each class member to
20 similar pay, benefits and other relief. The injuries sustained by Plaintiffs are also
21 typical of the injuries sustained by the class because they arise out of and are
22 caused by Defendants' common course of conduct as alleged herein.
- 23 (c) Adequacy: Plaintiffs are qualified to protect, and will fairly and adequately
24 represent, the interests of all members of the class because it is in their best
25 interest to prosecute the claims alleged herein to obtain full compensation and
26 penalties due to them and the class. Plaintiffs' attorneys, as proposed class
27 counsel, are competent and experienced in litigating large employment class
28 actions and are versed in the rules governing class action discovery,

1 certification, and settlement. Plaintiffs have incurred and, throughout the
2 duration of this action, will continue to incur attorneys' fees and costs that have
3 been and will be necessarily expended for the prosecution of this action for the
4 substantial benefit of each Class Member.

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

11 (e) Public Policy Considerations: Employers in the State of California and other
12 states violate employment and labor laws every day. Current employees are
13 often afraid to assert their rights out of fear of direct or indirect retaliation.
14 Former employees are fearful of bringing actions because they believe their
15 former employers might damage their future endeavors through negative
16 references and/or other means. Class actions provide the class members who are
17 not named in the complaint with a type of anonymity that allows for the
18 vindication of their rights at the same time as affording them privacy
19 protections.

20 **GENERAL ALLEGATIONS**

21 27. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
22 Class Members and aggrieved employees as flight attendants.

23 28. Defendants employed Plaintiffs during the Class and PAGA Periods.

24 29. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
25 herein, Defendants were advised by skilled lawyers, employees, and other professionals who
26 were knowledgeable about California's wage and hour laws, employment and personnel
27 practices, and the requirements of California law.

1 30. Through this action, Plaintiffs allege that Defendants have engaged in a
2 systematic pattern of wage and hour violations under the California Labor Code and IWC Wage
3 Orders.

4 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Defendants were required to compensate Plaintiffs and other aggrieved
6 employees for half a day's work for the times they were required to report to work but were not
7 put to work or were furnished with less than half of their usual scheduled day's work. In violation
8 of the Labor Code, Plaintiffs and these aggrieved employees were required to report for work at
9 only to not work their scheduled flight and Defendants did not properly pay reporting time
10 penalties for such shifts as required by law. Indeed, on multiple occasions, Plaintiffs have
11 reported for work at their home base airport only to not work their scheduled flight. Moreover,
12 while working as a "reserve" flight attendant, Plaintiffs have reported for work at their home
13 airport base on a "standby" shift, where an employee is to wait on the ready, at the airport for
14 four hours, in case he or she is needed. On multiple occasions, Plaintiffs reported for their standby
15 shift and did not work an actual flight. Defendant did not properly pay reporting time penalties
16 for such shifts as required by law.

17 32. During a flight, Plaintiffs, Class Members, and aggrieved employees were
18 expected to be alert and on duty at all times for safety. Plaintiffs, Class Members, and aggrieved
19 employees were expected to make safety and service rounds of the aircraft approximately every
20 fifteen (15) minutes.

21 27. Plaintiffs are informed and believe, and thereon allege, that Defendants failed to
22 provide meal and rest periods in violation of California law. Plaintiffs and other aggrieved
23 employees regularly worked in excess of five (5) hours a day without being provided at least
24 half-hour meal periods in which they were relieve of all duties. Furthermore, Defendants failed
25 to provide a second meal period for shifts of more than ten (10) hours. Instead, Defendants
26 regularly required Plaintiffs and other aggrieved employees to perform work off-the-clock during
27 meal periods. Moreover, based on lack of proper coverage and the scheduling of meal periods,
28 Plaintiffs and other aggrieved employees were not able to take off-duty meal and rest periods

1 during their shifts. When aggrieved employees suffered meal and rest period violations,
2 Defendants failed to pay an additional hour of pay at the regular rate of pay to the aggrieved
3 employees. For example, Plaintiffs regularly worked shifts over six (6) hours in length, but rarely
4 received a thirty (30) minute meal break before the fifth hour. In fact, on many occasions,
5 Plaintiffs were unable to eat at all while working for Defendants. Plaintiffs were only able to “eat
6 on the go” while on duty for Defendants. Additionally, Plaintiffs rarely received a rest break
7 while working for Defendants. Despite this, Defendants never compensated Plaintiffs or the class
8 meal or rest period premiums for which they were entitled.

9 27. Plaintiffs are informed and believe, and thereon allege, that Defendants were
10 required to reimburse Plaintiffs, Class Members, and other aggrieved employees for all business
11 expenses but failed to reimburse Plaintiffs, Class Members, and other aggrieved employees. For
12 example, Defendants failed to reimburse Plaintiffs, Class Members, and other aggrieved
13 employees for home internet usage and cellphone plans for mandatory at-home work training.
14 Defendants also failed to reimburse Plaintiffs, Class Members, and other aggrieved employees
15 for the cost of required uniforms and their cleaning costs. Thus, in violation of the Labor Code,
16 Plaintiffs, Class Members, and aggrieved employees did not receive reimbursements for all
17 business expenses.

18 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs, Class Members, and aggrieved employees who separated from
20 Defendants were entitled to all their earned wages upon termination of employment. In violation
21 of the California Labor Code, Plaintiffs, Class Members, and aggrieved employees did not
22 receive payment of all wages including, but not limited to, proper sick pay at the regular rate of
23 pay, meal and rest break premiums at the regular rate of pay, minimum wages and overtime
24 compensation, either at the time of discharge or within seventy-two (72) hours of their leaving
25 Defendants’ employ.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME PAY**

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

4 29. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 30. Cal. Labor Code § 1198 prohibits employers from violating the IWC Wage
7 Orders. Section 5 of the applicable IWC Wage Order requires that on each workday that an
8 employee reports for work as scheduled but is not put to work or is furnished less than half of the
9 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
10 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at
11 the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5 of
12 the applicable Wage Order denominates this as "Reporting Time Pay."

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

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

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

22 32. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
23 though fully set forth herein.

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

26 34. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
27 any person for a work period of more than five (5) hours without a meal period of not less than
28 30 minutes, except that when a work period of not more than six (6) hours will complete the

1 day's work the meal period may be waived by mutual consent of the employer and the
2 employee."

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

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

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

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

22 39. At all relevant times, Defendants failed to pay Plaintiffs and Class Members all
23 meal period premiums due for meal period violations pursuant to Labor Code § 226.7(b) and
24 section 11 of the applicable IWC Wage Order.

25 40. As a result of Defendants' failure to pay Plaintiffs and Class Members an
26 additional hour of pay for each day a meal period was not provided, Plaintiffs and Class Members
27 suffered and continue to suffer a loss of wages and compensation.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

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

4 41. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 42. 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 43. 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 (36) hours.

13 44. During the Class Period, Plaintiffs and Class Members did not receive a ten (10)
14 minute rest period for every four (4) hours or major fraction thereof worked.

15 45. 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 46. At all relevant times, Defendants failed to pay Plaintiffs and Class Members all
19 rest 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 47. As a result of Defendants’ failure to pay Plaintiffs and Class Members an
22 additional hour of pay for each day a rest period was not provided, Plaintiffs and Class Members
23 suffered 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; Violation of IWC Wage Order 9)**

27 48. Plaintiffs re-allege and incorporate by this reference each and every allegation set
28 forth in all previous paragraphs of the Complaint.

1 49. 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 50. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify his
4 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 51. 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 52. 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 53. California Labor Code § 2804 mandates that this statutory right cannot be waived.
15 During the Class Period, Defendants were required to indemnify and reimburse Plaintiffs and
16 Class Members for all expenditures or losses caused by Defendants’ want of ordinary care and/or
17 incurred in direct consequence of the discharge of their duties, but failed to indemnify and
18 reimburse Plaintiffs and Class Members.

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

24 55. Accordingly, Plaintiffs and Class Members are entitled to recover, and hereby
25 seek, an amount equal to incurred necessary expenditures, pre- and post-judgment interest,
26 applicable penalties, attorneys’ fees and costs, and any further equitable relief this Court may
27 deem just and proper. See Cal. Lab. Code § 2802, see also, Cal. Civ. Proc. Code § 1021.5.
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1 56. Plaintiffs, on behalf of themselves and Class Members, request relief as described
2 below.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

5 **(Violation of Labor Code §§ 1174 and 1174.5)**

6 57. Plaintiffs re-allege and incorporate by this reference each and every allegation set
7 forth in all previous paragraphs of the Complaint.

8 58. Labor Code § 1174 requires Defendants to maintain payroll records showing the
9 actual hours worked daily by Plaintiffs and the Class Members.

10 59. Defendants knowingly, intentionally, and willfully has failed to maintain payroll
11 records showing the actual hours worked by Plaintiffs and the Class Members as required by
12 California Labor Code § 1174 and in violation of § 1174.5. As a direct result of Defendants'
13 failure to maintain payroll records, Plaintiffs 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.

16 60. As a direct and proximate result of the unlawful acts and omissions of Defendants,
17 Plaintiffs and the Class Members are entitled to recover damages and penalties in an amount to
18 be determined at trial, plus interest, attorneys' fees, and costs of suit.

19 **SIXTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

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

22 61. Plaintiffs re-allege and incorporate by this reference each and every allegation set
23 forth in all previous paragraphs of the Complaint.

24 62. 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 immediately,
26 and that if an employee voluntarily leaves her employment, her wages shall become due and
27 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
28

1 two (72) hours previous notice of her intention to quit, in which case the employee is entitled to
2 her wages at the time of quitting.

3 63. During the Class Period, Defendants willfully failed to pay Plaintiffs and subclass
4 members all their earned wages upon termination including, but not limited to, proper sick pay
5 at the regular rate of pay, meal and rest break premiums at the regular rate of pay, minimum
6 wages and overtime compensation, either at the time of discharge or within seventy-two (72)
7 hours of heir leaving Defendants' employ.

8 64. Defendants' failure to pay Plaintiffs and subclass members all their earned wages
9 at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is
10 in violation of Labor Code §§ 201 and 202.

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

16 66. Plaintiffs and subclass members are entitled to recover from Defendants the
17 statutory penalty which is defined as Plaintiffs' and subclass members' regular daily wages for
18 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
19 pursuant to Labor Code § 203.

20 **SEVENTH CAUSE OF ACTION**

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

22 67. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
23 though fully set forth herein.

24 68. Defendants' conduct, as alleged herein, has been and continues to be unfair,
25 unlawful and harmful to Plaintiffs and Class Members. Plaintiffs seek to enforce important rights
26 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

(a) Failing to pay reporting time pay in violation of Labor Code § 1198;

(b) Failing to provide timely meal periods without paying Plaintiffs and Class Members premium wages for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize or permit rest breaks without paying Plaintiffs and Class Members premium wages for every day said rest breaks were not authorized or permitted in violation of Labor Code § 226.7; and

(d) Failing to keep accurate payroll records in violation of Labor Code §§ 1174 and 1174.5.

72. Defendants intentionally avoided paying Plaintiffs and Class Members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

73. Pursuant to Business and Professions Code §§ 17200, *et seq.*, Plaintiffs and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the initial Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

VIOLATIONS OF THE LABOR CODE §§ 2698 *ET SEQ.* (“PAGA”)

74. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

1 75. Plaintiffs assert claims for civil penalties as representatives of the State of
2 California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the
3 extent permitted by law, on behalf of aggrieved employees who held the positions identified
4 herein and suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

5 76. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
6 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
7 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
8 violation of the code may, as an alternative, be recovered through a civil action brought by an
9 aggrieved employee on behalf of himself and other current or former employees pursuant to the
10 procedures specified in Labor Code § 2699.3.

11 77. For all provisions of the Labor Code except those for which a civil penalty is
12 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
13 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
14 hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay
15 period in which Defendants violated these provisions of the Labor Code.

16 78. Defendants’ conduct with respect to Plaintiffs and other aggrieved employees
17 violates numerous Labor Code sections including, but not limited to, the following:

- 18 (a) Violation of Labor Code § 1198 for failure to pay reporting time pay to
19 Plaintiffs and other aggrieved employees as alleged herein;
- 20 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal
21 periods to Plaintiffs and other aggrieved employees as herein alleged;
- 22 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to
23 Plaintiffs and other aggrieved employees as alleged herein;
- 24 (d) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
25 business expenses to Plaintiffs and other aggrieved employees as alleged
26 herein;
- 27 (e) Violation of Labor Code §§ 1174 and 1174.5 for failure to keep accurate
28 payroll records as alleged herein; and

1 (f) Violation of Labor Code §§ 201-203 for waiting time penalties as alleged
2 herein.

3 79. Plaintiffs are “aggrieved employees” because they were employed by the alleged
4 violators, had one or more of the alleged violations committed against them, and they therefore
5 are properly suited to represent the interests of all other aggrieved employees.

6 80. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
7 recover civil penalties for violations of the Labor Code sections cited above.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and as
10 representatives of the State of California, pray for judgment against Defendants, jointly and
11 severally, as follows:

12 1. For certification of this action as a class action, including certifying the Class and
13 Subclass as alleged by Plaintiffs;

14 2. For appointment of Darrell Hughes and Robin Goings as the Class
15 Representatives;

16 3. For appointment of Lebe Law, APLC as Class Counsel for all purposes;

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

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

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

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

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

27 9. For civil penalties under the PAGA;
28

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

4 11. For pre-judgment interest; and

5 12. For such other relief as the Court deems just and proper.

6
7 Dated: October 17, 2025

LEBE LAW, APLC

8
9 By: _____


Jonathan M. Lebe

Melissa M. Kurata

Brielle D. Edborg

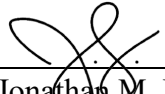
10 Attorneys for Plaintiffs Darrell Hughes and Robin
11 Goings, individually, on behalf of all others similarly
12 situated, and as representative of the State of
13 California
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: October 17, 2025

LEBE LAW, APLC

By: 
Jonathan M. Lebe
Melissa M. Kurata
Brielle D. Edborg
Attorneys for Plaintiffs Darrell Hughes and Robin
Goings, individually, on behalf of all others similarly
situated, and as representative of the State of
California

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California, I am over the age of
3 eighteen years and not a party to the within entitled action; my business address is 3900 W
Alameda Avenue, Fifteenth Floor, Burbank, CA 91505.

4 On October 17, 2025 I served the **“FIRST AMENDED CLASS AND**
5 **REPRESENTATIVE ACTION COMPLAINT”** on the interested parties, by placing a true
copy thereof, by the method of service specified below:

6
7 Donald J. Munro, esq. (*Pro Hac Vice*)
dmunro@jonesday.com

8 **JONES DAY**

9 51 Louisiana Avenue, N.W.
Washington, D.C. 20001-2113
Telephone: (202) 879-3939
10 Facsimile: (202) 626-1700

11 *Attorney for Defendant United Airlines,*
12 *Inc.*

Amanda C. Sommerfeld, Esq.
asommerfeld@jonesday.com

JONES DAY

555 South Flower Street, Fiftieth Floor
Los Angeles, CA 90071-2452
Telephone: (213) 489-3939
Facsimile: (213) 243-2539

Attorney for Defendant United Airlines, Inc.

Included in Service List:

Stephanie Garrett, sgarrett@jonesday.com
Lillian Wong, lwong@jonesday.com

13
14 Joshua Dutton, Esq.
jdutton@jonesday.com

15 **JONES DAY**

4655 Executive Drive, Suite 1500
San Diego, CA 92121-3134
Telephone: (858) 314-1200

17 *Attorney for Defendant United Airlines, Inc.*

18 ☒ (VIA ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to
19 accept service by electronic transmission, I caused the documents to be sent to the persons
20 at the electronic notification addresses listed above. I did not receive, within a reasonable
time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

21 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that
22 the above is true and correct.

23 Dated: October 17, 2025

24 *Diana Lopez*
Diana Lopez