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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF LOS ANGELES**

24 JOSE MEDINA, as an individual and on
25 behalf of all aggrieved employees,

26 Plaintiff,

27 vs.

28 UNITED AIRLINES, INC, a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

) Case No. BC624742

)

)

) **FIRST AMENDED CLASS AND**

) **REPRESENTATIVE ACTION**

) **COMPLAINT FOR DAMAGES FOR:**

)

) **1. FAILURE TO PROVIDE MEAL**
) **PERIODS IN VIOLATION OF LABOR**
) **CODE § 226.7 AND 512;**

)

) **2. FAILURE TO PROVIDE REST**
) **PERIODS IN VIOLATION OF LABOR**
) **CODE § 226.7;**

)

) **3. VIOLATION OF LABOR CODE § 226**
) **REGARDING RECORD KEEPING;**

)

) **4. VIOLATIONS OF BUSINESS AND**
) **PROFESSIONS CODE §17200, ET**
) **SEQ.; AND**

)

) **5. VIOLATION OF CALIFORNIA LABOR**
) **CODE §2698, ET SEQ.**

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)

1 Plaintiff JOSE MEDINA (“Plaintiff”) hereby submits his First Amended Class and
2 Representative Action Complaint against Defendants UNITED AIRLINES, INC, and DOES 1-
3 100 (hereinafter collectively referred to as “Defendants”) on behalf of himself and the class of all
4 other similarly situated current and former employees of Defendants for failing to provide proper
5 meal and rest breaks, waiting time penalties, and penalties or damages for failure to keep
6 accurate records, penalties under California Labor Code statutes, and for restitution and
7 injunctive relief as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§
10 226, 226.7, 512, 2698, *et seq.*, Industrial Welfare Commission (“IWC”) Wage Orders and
11 California Business and Professions Code § 17200, *et seq.*, (“Unfair Practices Act”).

12 2. This complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code, the Unfair Practices Act against employees of
14 Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to provide proper meal and rest breaks, and in
18 connection with Defendants’ failure to keep all proper payroll records of Plaintiff and Class
19 Members.

20 4. Plaintiff is informed and believes and based thereon alleges, that Defendants have
21 engaged in, among other things a system of willful violations of the California Labor Code and
22 the Unfair Practices Act by creating and maintaining policies, practices and customs that
23 knowingly deny employees the above stated rights and benefits.

24 5. The policies, practices and customs of defendants described above and below
25 have resulted in unjust enrichment of Defendants and an unfair business advantage over
26 businesses that routinely adhere to the strictures of the California Labor Code and the Unfair
27 Practices Act.

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7. Venue is proper in Los Angeles County because Plaintiff worked for Defendants in Los Angeles County.

8. Plaintiff JOSE MEDINA is an employee of Defendants. Plaintiff was the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived them of the rights guaranteed to him by California Labor Code §§ 226, 226.7, 512, 2698, *et seq.*, and the Unfair Practices Act.

10. Plaintiff is informed and believes and based thereon alleges, that at all times herein mentioned Defendant and DOES 1 through 100, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendant sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

1 13. At all times herein mentioned, each of said Defendants participated in the doing
2 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
3 Defendants, and each of them, were the agents, servants and employees of each of the other
4 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
5 acting within the course and scope of said agency and employment.

6 14. Plaintiff is informed and believes and based thereon alleges, that at all times
7 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
8 joint venturer of, or working in concert with each of the other co-Defendants and was acting
9 within the course and scope of such agency, employment, joint venture, or concerted activity.
10 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
11 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
12 Defendants.

13 15. At all times herein mentioned, Defendants, and each of them, were members of,
14 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
15 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16 16. At all times herein mentioned, the acts and omissions of various Defendants, and
17 each of them, concurred and contributed to the various acts and omissions of each and all of the
18 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
19 herein mentioned, Defendants, and each of them, ratified each and every act or omission
20 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
21 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
22 damages as herein alleged.

23 **CLASS ACTION ALLEGATIONS**

24 17. **Definition:** The named individual Plaintiff seek class certification, pursuant to
25 California Code of Civil Procedure § 382. Plaintiff propose the following Class Definition:

26 “All current and/or former employees of United who were employed as
27 mechanics in the State of California, at any time from July 5, 2014, through
28 January 31, 2023.”

1 18. **Numerosity:** The members of the Class are so numerous that joinder of all
2 members would be impractical, if not impossible. The identity of the members of the Class is
3 readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is
4 informed and believes and based thereon alleges, that Defendants: (a) failed to provide off-duty
5 meal and rest breaks; (b) failed to provide proper payroll records in violation of Labor Code §
6 226; and (c) engaged in Unfair Business Practices, all in violation of IWC Wage Orders.

7 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
8 necessary steps to represent fairly and adequately the interests of the class defined above.
9 Plaintiff attorneys are ready, willing and able to fully and adequately represent the class and
10 individual Plaintiff. Plaintiff attorneys have prosecuted and settled wage-and-hour class actions
11 in the past and currently have a number of wage-and-hour class actions pending in California
12 courts.

13 20. Defendants uniformly administered a corporate policy, practice of: (a) failed to
14 provide off-duty meal and rest breaks; (b) failed to provide proper payroll records in violation of
15 Labor Code § 226; and (c) engaged in Unfair Business Practices, all in violation of IWC Wage
16 Orders.

17 21. Plaintiff is informed and believes and based thereon alleges, that this
18 corporate conduct is accomplished with the advance knowledge and designed intent to willfully
19 and intentionally fail to pay all meal and rest break premium wages as a result of failing to
20 provide off-duty meal and rest breaks.

21 22. Plaintiff is informed and believes and based thereon alleges, that Defendants had
22 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
23 Code §§ 226, 226.7, and 512, and the Unfair Practices Act.

24 23. **Common Question of Law and Fact:** There are predominant common questions
25 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
26 concerning Defendant's policy and practice of: (a) failed to provide off-duty meal and rest
27 breaks; (b) failed to provide proper payroll records in violation of Labor Code § 226; and (c)
28 engaged in Unfair Business Practices, all in violation of IWC Wage Orders.

1 24. **Typicality:** The claims of Plaintiff is typical of the claims of all members of the
2 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
3 manner as the Class members. Plaintiff was not provided with off-duty meal and rest periods,
4 and Defendants did not provide accurate payroll records to Plaintiff including, but not limited to,
5 the inclusive dates of the pay period, total hours worked, the rates of pay, wages earned, net
6 wages earned, the hours and wages earned in proper pay periods in violation of California law.
7 Plaintiff is a member of the Class and have suffered the alleged violations of California Labor
8 Code §§ 226, 226.7, and 512, and the Unfair Practices Act.

9 25. The California Labor Code and upon which Plaintiff base their claims are broadly
10 remedial in nature. These laws and labor standards serve an important public interest in
11 establishing minimum working conditions and standards in California. These laws and labor
12 standards protect the average working employee from exploitation by employers who may seek
13 to take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment.

15 26. The nature of this action and the format of laws available to Plaintiff and
16 members of the Class identified herein make the class action format a particularly efficient and
17 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
18 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
19 advantage since it would be able to exploit and overwhelm the limited resources of each
20 individual Plaintiff with their vastly superior financial and legal resources. Requiring each Class
21 member to pursue an individual remedy would also discourage the assertion of lawful claims by
22 employees who would be disinclined to file an action against their former and/or current
23 employer for real and justifiable fear of retaliation and permanent damage to their careers at
24 subsequent employment.

25 27. The prosecution of separate actions by the individual class members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
27 to individual Class members against the Defendants and which would establish potentially
28 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to

individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

28. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid overtime wages, applicable penalties, reasonable attorney's fees, and costs of suit according to the mandate of California Labor Code §§ 226, 226.7, and 512, and the Unfair Practices Act and Code of Civil Procedure § 1021.5.

29. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and are representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

30. The Plaintiff Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7 FOR MEAL PERIODS

(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)

31. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as though fully set for herein.

32. DEFENDANTS failed in their affirmative obligation to provide all of their employees, including Plaintiff and other members of the Class, the opportunity to take off-duty meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and other members of the Class were suffered and permitted to work through legally required meal breaks. As such, DEFENDANTS are responsible for paying

1 premium compensation for missed meal periods pursuant to Labor Code § 226.7 and IWC Wage
2 Order No. 9 § 11(B).

3 33. Plaintiff and other members of the Class regularly worked in excess of five (5)
4 hours per day and accordingly had a right to take a 30-minute off-duty meal period each day
5 worked in excess of five (5) hours. However, Plaintiff and other members of the Class were
6 required to remain on work premises and/or keep radios on during their meal breaks, and they
7 were required to return to work immediately if called upon during their meal breaks.

8 34. As a pattern and practice, DEFENDANTS regularly required employees to work
9 through their meal periods, without proper compensation and denied Plaintiff and their
10 employees the right to take proper meal periods as required by law.

11 35. This policy of requiring employees to work through their legally mandated meal
12 periods and not allowing them to take proper meal periods is a violation of California law.

13 36. Plaintiff is informed and believes and based thereon alleges that DEFENDANTS
14 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
15 premium compensation set out in Labor Code § 226.7 and IWC Wage Order No. 9 § 11(B) and
16 that Plaintiff and those employees similarly situated as him are owed wages for the meal period
17 violations set forth above. Plaintiff is informed and believes and based thereon alleges
18 DEFENDANTS' willful failure to provide Plaintiff and other members of the Class the wages
19 due and owing them upon separation from employment results in a continued payment of wages
20 up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members
21 of the Class who have separated from employment are entitled to compensation pursuant to
22 Labor Code § 203.

23 37. Such a pattern, practice and uniform administration of corporate policy as
24 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
25 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
26 premium compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9 § 11(B),
27 including interest thereon, penalties, reasonable attorney's fees, and costs of suit.
28

1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226.7 FOR REST PERIODS**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

4 38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
5 though fully set for herein.

6 39. DEFENDANTS failed in their affirmative obligation to provide all of their
7 employees, including Plaintiff and other members of the Class, the opportunity to take off-duty
8 rest periods in accordance with the mandates of the California Labor Code and the applicable
9 IWC Wage Order. Plaintiff and other members of the Class were suffered and permitted to work
10 through legally required rest breaks and were denied the opportunity to take their rest breaks. As
11 such, DEFENDANTS are responsible for paying premium compensation for missed rest periods
12 pursuant to Labor Code § 226.7 and IWC Wage Order No. 9 § 12(B).

13 40. Plaintiff and other members of the Class regularly worked shifts of four hours (4)
14 hours or more per day and accordingly had a right to take a 10-minute off-duty rest period each
15 day. However, Plaintiff and other members of the Class had to remain on work premises and/or
16 keep radios on during their breaks and subjected to return to work immediately if called upon
17 during their rest breaks.

18 41. As a pattern and practice, DEFENDANTS regularly required employees to work
19 through their rest periods without proper compensation and denied Plaintiff and their employees
20 the right to take proper rest periods as required by law.

21 42. This policy of requiring employees to work through their legally mandated rest
22 periods and not allowing them to take proper rest periods is a violation of California law.

23 43. Plaintiff is informed and believes and based thereon alleges that DEFENDANTS
24 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
25 premium compensation set out in Labor Code § 226.7 and IWC Wage Order No. 9 § 12(B) and
26 that Plaintiff and those employees similarly situated as him are owed wages for the rest period
27 violations set forth above. Plaintiff is informed and believes and based thereon alleges
28 DEFENDANTS' willful failure to provide Plaintiff and other members of the Class the wages

1 due and owing them upon separation from employment results in a continued payment of wages
2 up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members
3 of the Class who have separated from employment are entitled to compensation pursuant to
4 Labor Code § 203.

5 44. Such a pattern, practice and uniform administration of corporate policy as
6 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
7 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
8 premium compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9 § 12(B),
9 including interest thereon, penalties, reasonable attorney's fees, and costs of suit.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE § 226**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

13 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
14 though fully set for herein.

15 46. Defendants failed in their affirmative obligation to provide accurate itemized
16 wage statements. As a result of the meal and rest break violations alleged above, Defendants, as
17 a matter of policy and practice, did not provide accurate wage statements as required under
18 California Labor Code § 226 by failing the accurately identifying all gross and net wages earned.

19 47. Such a pattern, practice and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
21 Classes identified herein, in a civil action, for all damages or penalties pursuant to California
22 Labor Code § 226, including interest thereon, attorney's fees, and costs of suit according to the
23 mandate of California Labor Code § 226.

24 **FOURTH CAUSE OF ACTION**

25 **FOR VIOLATIONS OF THE UNFAIR PRACTICES ACT, B&P § 17200 *ET SEQ.***

26 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

27 48. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 47 as
28 though fully set for herein.

49. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by failing to provide off duty meal and rest breaks.

50. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

51. Plaintiff seek, on their own behalf and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

52. Plaintiff is informed and believes and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

FIFTH CAUSE OF ACTION

PENALTIES UNDER LABOR CODE § 2698 *et seq.*

(AGAINST ALL DEFENDANTS BY PLAINTIFF)

AND ON BEHALF OF THE AGGRIEVED EMPLOYEES)

53. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 52 as though fully set for herein.

54. On or about February 9, 2016, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of the Labor Code § 226.7, pursuant to Labor Code § 2698 *et seq.* (the “PAGA”).

55. On or about May 15, 2018, Plaintiff provided another written notice to the LWDA pursuant to the PAGA and to Defendants of Defendants' violation of California Labor Code §§ 1174, 1198 and 1199 and IWC Wage Order No. 9-2001§§7 & 11.

56. The LWDA has not provided written notice within 60 calendar days of Plaintiff's written notices as to whether the LWDA intends to investigate Plaintiff's said allegations. As such, Plaintiff has complied with all notice and exhaustion requirements pursuant to PAGA.

57. The named individual Plaintiff seeks penalties pursuant to PAGA for violations of Labor Code §226.7, 1174, 1198 and 1199 and IWC Wage Order No. 9-2001§§7 & 11 committed against the following aggrieved employees: “All current and former individuals who worked in California as mechanics for Defendant from February 9, 2015 to January 31, 2023”.

58. Pursuant to Labor Code § 2699(a), Plaintiff seek recovery of all applicable civil penalties for Defendant's violation of Labor Code §§1174, 1198 and 1199.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed classes;
2. For an order appointing Plaintiff as the representatives of the classes as described herein;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226.7, unpaid waiting time penalties pursuant to statute as set forth in California Labor Code §203, and for costs;
5. Upon the Second Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226.7, unpaid waiting time penalties pursuant to statute as set forth in California Labor Code §203, and for costs;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorney's fees;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly effected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

1 8. Upon the Fifth Cause of Action, for all applicable penalties under Labor Code §
2 2698, *et seq.*;

3 9. On all causes of action for attorneys fees and costs as provided by California
4 Labor Code §§ 1194, 226, 2698, *et seq.* and Code of Civil Procedure § 1021.5, and

5 10. For such other and further relief the Court may deem just and proper.
6

7 Dated: March 31, 2023

Respectfully Submitted,

8 LAW OFFICES OF CHOI & ASSOCIATES

9
10 By: 
11 Edward W. Choi, Esq.
12 Attorney for Plaintiff and the Class
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PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, CA 90071.

On April 24, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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 X **BY ELECTRONIC SERVICE**

 X I caused such document to be uploaded to One Legal to be served on the offices of the addressees.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 24, 2023, at Los Angeles, California.



Jacqueline Park