

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

HORIZON AVIATION SERVICES, INC., a California corporation; MATRIX AVIATION SERVICES, INC., a California corporation; and DOES 1-50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MYKYTA KLYMENKO, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/03/2026 12:15 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
Stanley Mosk Courthouse - 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

26STCV06870

David W. Slayton, Executive Officer/Clerk of Court

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Shani O. Zakay, Esq.; Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; T:(619) 255-9047

DATE: 03/03/2026 Clerk, by S. Cwikla, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
3 shani@zakaylaw.com
4 Jennifer Gerstenzang (State Bar #279810)
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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

15 Attorneys for PLAINTIFF

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **IN AND FOR THE COUNTY OF LOS ANGELES**

18 MYKYTA KLYMENKO, an individual, on
19 behalf of Plaintiff, and on behalf of all persons
20 similarly situated,

21 Plaintiff,

22 v.

23 HORIZON AVIATION SERVICES, INC., a
24 California corporation; MATRIX AVIATION
25 SERVICES, INC., a California corporation; and
26 DOES 1-50, Inclusive,

27 Defendants.

Case No.: **26STCV06870**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;

8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

DEMAND FOR A JURY TRIAL

PLAINTIFF MYKYTA KLYMENKO (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant HORIZON AVIATION SERVICES, INC. (“Defendant Horizon Aviation”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant MATRIX AVIATION SERVICES, INC. (“Defendant Matrix Aviation”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Horizon Aviation and Defendant Matrix Aviation were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

4. DEFENDANTS provide aviation services in California, including in the County of Los Angeles, where PLAINTIFF worked.

5. PLAINTIFF has been employed by DEFENDANTS in California since July of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

6. PLAINTIFF reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

1 7. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
2 class, defined as all persons who are or previously were employed by Defendant Horizon Aviation
3 and/or Defendant Matrix Aviation in California and classified as non-exempt employees (the
4 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing
5 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The
6 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five
7 million dollars (\$5,000,000.00).

8 8. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
9 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
10 CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to lawfully
11 compensate these employees. DEFENDANTS’ uniform policy and practice alleged herein was an
12 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
13 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
14 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
15 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
16 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS’
17 past and current unlawful conduct, and all other appropriate legal and equitable relief.

18 9. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
20 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
21 pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend
22 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
23 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
24 information and belief alleges, that the DEFENDANTS named in this Complaint, including
25 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
26 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

27 10. The agents, servants and/or employees of DEFENDANTS and each of them acting
28 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the

1 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
2 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
3 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
4 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
5 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
6 DEFENDANTS' agents, servants and/or employees.

7 11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
8 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
9 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
10 provision regulating hours and days of work in any order of the Industrial Welfare Commission
11 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
12 Section 558, at all relevant times.

13 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
14 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
15 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
16 employee a wage less than the minimum fixed by California state law, and as such, are subject to
17 civil penalties for each underpaid employee.

18 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
19 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
20 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

21 14. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
22 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
23 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
24 past and current unlawful conduct, and all other appropriate legal and equitable relief.

25 **JURISDICTION AND VENUE**

26 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
27 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
28

1 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
2 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

3 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
4 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
5 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
6 conduct herein alleged in this county against the CALIFORNIA CLASS.

7 **THE CONDUCT**

8 17. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
10 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
11 failed to provide legally compliant meal and rest periods, failed to accurately compensate
12 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
13 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
14 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
15 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
16 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
17 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
18 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
19 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
20 for business expenses, and failed to issue to PLAINTIFF and the other members of the
21 CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all
22 applicable hourly rates in effect during the pay periods and the corresponding amount of time
23 worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to
24 purposefully avoid the accurate and full payment for all time worked as required by California law
25 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
26 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
27 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

28 ///

1 **A. Meal Period Violations**

2 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
3 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
4 meaning the time during which an employee is subject to the control of an employer, including all
5 the time the employee is suffered or permitted to work. From time to time during the CLASS
6 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
7 without paying them for all the time they were under DEFENDANTS' control. Specifically,
8 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
9 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
10 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
11 forfeited minimum wage and overtime compensation by regularly working without their time being
12 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
13 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
14 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

15 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
16 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
17 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty
18 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
19 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
20 more than five (5) hours during some shifts without receiving a meal break. Further,
21 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
22 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
23 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
24 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"
25 meal period exception. When they were provided with meal periods, PLAINTIFF and other
26 CALIFORNIA CLASS members were, from time to time, required to remain on duty and on call.
27 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
28 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their

1 rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members
2 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
3 accordance with DEFENDANTS' strict corporate policy and practice.

4 **B. Rest Period Violations**

5 20. From time to time during the CLASS PERIOD, PLAINTIFF and other
6 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
7 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
8 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
10 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
11 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
12 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
13 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
14 members were, from time to time, required to remain on duty and/or on call. PLAINTIFF and other
15 CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a
16 result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
17 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
18 DEFENDANTS and DEFENDANTS' managers.

19 **C. Unreimbursed Business Expenses**

20 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
21 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
22 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF
23 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on
24 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
25 indemnify employees for all expenses incurred in the course and scope of their employment.
26 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,

1 even though unlawful, unless the employee, at the time of obeying the directions, believed them
2 to be unlawful.”

3 22. In the course of their employment, DEFENDANTS required PLAINTIFF and other
4 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
5 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
6 CALIFORNIA CLASS members were required to use their personal cell phones in order to
7 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
8 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.
9 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other
10 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
11 not limited to, costs related to the use of their personal cell phones, all on behalf of and for the
12 benefit of DEFENDANTS.

13 **D. Wage Statement Violations**

14 23. California Labor Code Section 226 required an employer to furnish its employees
15 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
16 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of the employee’s Social Security number or an
19 employee identification number other than a Social Security number, (8) the name and address of
20 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate by the employee.

22 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
23 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
24 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
25 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
26 wage statements which failed to show, among other things, all deductions, the total hours worked
27 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
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1 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
2 periods.

3 25. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
4 CALIFORNIA CLASS members with wage statements that accurately provided the name and
5 address of the legal entity that is the employer, in violation of California Labor Code Section
6 226(a)(8).

7 26. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
8 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
9 California Labor Code Section 226.

10 27. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
11 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
12 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
13 unintentional payroll error due to clerical or inadvertent mistake.

14 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

15 28. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
16 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
17 for all hours worked.

18 29. During the CLASS PERIOD, from time-to-time DEFENDANTS required
19 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
20 work, including but not limited to, sending and receiving work-related communications and
21 performing routine aircraft boarding and safety duties. Further, during the CLASS PERIOD,
22 DEFENDANTS from time to time implemented a systematic scheme to avoid paying PLAINTIFF
23 and other CALIFORNIA CLASS members overtime compensation by ordering them to perform
24 work for no more than eight (8) hours in a given workday for each of the DEFENDANTS. For
25 example, if PLAINTIFF and other CALIFORNIA CLASS members neared their eighth hour of
26 work for one of the DEFENDANTS, then they would be required to clock out and begin work for
27 the other DEFENDANT during the same workday. The foregoing resulted in PLAINTIFF and other
28

1 CALIFORNIA CLASS members having to work while off-the-clock, and resulted in a systematic
2 underpayment of overtime compensation.

3 30. DEFENDANTS directed and directly benefited from the undercompensated off-the-
4 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

5 31. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
6 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
7 members.

8 32. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
10 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
11 wages earned and owed for all the work they performed.

12 33. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
13 employees, subject to the requirements of the California Labor Code.

14 34. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
15 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
16 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
18 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

19 35. DEFENDANTS knew or should have known that PLAINTIFF'S and the other
20 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

21 36. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
22 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
23 for the time spent working while off-the-clock, including but not limited to, sending and receiving
24 work-related communications and performing routine aircraft boarding and safety duties.
25 DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the
26 CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced
27 by DEFENDANTS' business records.

28

1 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
2 **Redeemed Sick Pay**

3 37. From time to time during the CLASS PERIOD, DEFENDANTS failed and
4 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
5 members for their overtime and double time hours worked, meal and rest period premiums, and
6 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
7 forfeited wages due to them for working overtime without compensation at the correct overtime
8 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
9 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS members at
10 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
11 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

12 38. State law provides that employees must be paid overtime at one-and-one-half times
13 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
14 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee’s
15 performance.

16 39. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
17 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
18 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
19 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
20 paid on an hourly basis with bonus compensation when the employees met the various performance
21 goals set by DEFENDANTS.

22 40. However, from time to time, when calculating the regular rate of pay in those pay
23 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
24 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
25 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
26 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
27 rather than just all non-overtime hours worked. Management and supervisors described the
28 incentive/bonus program to potential and new employees as part of the compensation package. As

1 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
2 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted in
3 a systematic underpayment of overtime and double time compensation, meal and rest period
4 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
5 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
6 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
7 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
8 employee actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated
9 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for
10 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
11 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
12 204.

13 41. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
15 matter of company policy, practice, and procedure, intentionally and knowingly failed to
16 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
17 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
18 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
19 unfair advantage over competitors who complied with the law. To the extent equitable tolling
20 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
21 PERIOD should be adjusted accordingly.

22 **G. Unlawful Deductions**

23 42. DEFENDANTS, from time-to-time, unlawfully deducted wages from
24 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without
25 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
26 result, DEFENDANTS violated Labor Code Section 221.

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1 **H. Timekeeping Manipulation**

2 43. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
3 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
4 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
5 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
6 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
7 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
8 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
9 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
10 missed rest breaks.

11 44. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
12 time to time, forfeited time worked by working without their time being accurately recorded and
13 without compensation at the applicable pay rates.

14 45. The mutability of the timekeeping system also allowed DEFENDANTS to alter
15 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
16 timekeeping system to create the appearance that PLAINTIFF and other members of the
17 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
18 were not provided an off-duty meal break at all times. This practice is a direct result of
19 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
20 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
21 breaks.

22 46. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
23 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
24 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
25 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
26 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

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1 **I. Unlawful Rounding Practices**

2 47. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
3 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
4 CALIFORNIA CLASS members for the actual time these employees worked each day, including
5 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
6 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
7 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
8 fact unlawfully and unilaterally round the time recorded in DEFENDANTS’ timekeeping system
9 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
10 employees for all their time worked, including the applicable overtime compensation for overtime
11 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
12 forfeited compensation for their time worked by working without their time being accurately
13 recorded and without compensation at the applicable overtime rates.

14 48. Further, the mutability of DEFENDANTS’ timekeeping system and unlawful
15 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members’ time
16 being inaccurately recorded. As a result, from time to time, DEFENDANTS’ unlawful rounding
17 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
18 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
19 duty meal break.

20 **J. Violations for Untimely Payment of Wages**

21 49. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
22 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
23 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
24 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
25 rest period premium wages within the permissible time period.

26 50. Pursuant to California Labor Code Section 201, “If an employer discharges an
27 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
28 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his

1 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
2 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
3 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
4 members were, from time to time, not timely provided the wages earned and unpaid at the time of
5 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
6 and 202.

7 51. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
8 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
9 employment ended during the CLASS PERIOD.

10 **K. Sick Pay Violations**

11 52. California Labor Code Section 246(a)(1) mandates that “An employee who, on or
12 after July 1, 2015, works in California for the same employer for 30 or more days within a year
13 from the commencement of employment is entitled to paid sick days as specified in this section.”
14 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
15 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
16 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
17 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
18 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

19 53. California Labor Code Section 246(i) requires an employer to furnish its employees
20 with written wage statements setting forth the amount of paid sick leave available. From time to
21 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
22 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
23 paid sick leave available.

24 **L. Reporting Time Violations**

25 54. Further, DEFENDANTS from time to time required PLAINTIFF and other
26 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
27 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
28 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, “(A) Each workday an

1 employee is required to report for work and does report, but is not put to work or is furnished less
2 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
3 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
4 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” In
5 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members
6 to engage in additional work, this sometimes resulted in a second reporting for work in a single
7 workday. In such a circumstance of a second reporting for work in a single workday,
8 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,
9 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second time
10 in any one workday and is furnished less than two (2) hours of work on the second reporting, said
11 employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall be not
12 less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

13 55. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
14 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
15 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
16 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
17 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
18 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
19 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
20 DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during what was
21 supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
22 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy
23 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
24 comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse
25 PLAINTIFF for required business expenses related to the personal expenses incurred for the use
26 of their personal cell phone, on behalf of and in furtherance of their employment with
27 DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
28 overtime and double time compensation still owed to PLAINTIFF, or any penalty wages owed to

1 PLAINTIFF under California Labor Code Section 203. The amount in controversy for
2 PLAINTIFF individually does not exceed the sum or value of \$75,000.

3 **CLASS ACTION ALLEGATIONS**

4 56. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
5 class defined as all persons who are or previously were employed by Defendant Horizon Aviation
6 and/or Defendant Matrix Aviation in California and classified as non-exempt employees (the
7 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing
8 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

9 57. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
12 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
13 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
14 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
15 expenses.

16 58. The members of the class are so numerous that joinder of all class members is
17 impractical.

18 59. Common questions of law and fact regarding DEFENDANTS’ conduct, including
19 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
20 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
21 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
22 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
23 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
24 overtime, exist as to all members of the class and predominate over any questions affecting solely
25 any individual members of the class. Among the questions of law and fact common to the class are:

- 26 a. Whether DEFENDANTS maintained legally compliant meal period policies and
27 practices;

- 1 b. Whether DEFENDANTS maintained legally compliant rest period policies and
- 2 practices;
- 3 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 4 members accurate premium payments for missed meal and rest periods;
- 5 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 6 members accurate overtime wages;
- 7 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 8 members at least minimum wage for all hours worked;
- 9 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
- 10 CLASS members for required business expenses;
- 11 g. Whether DEFENDANTS issued legally compliant wage statements;
- 12 h. Whether DEFENDANTS committed an act of unfair competition by systematically
- 13 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 14 CLASS for all time worked;
- 15 i. Whether DEFENDANTS committed an act of unfair competition by systematically
- 16 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 17 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
- 18 of this work, required employees to perform this work and permits or suffers to
- 19 permit this work;
- 20 j. Whether DEFENDANTS committed an act of unfair competition in violation of
- 21 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
- 22 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
- 23 with the legally required meal and rest periods.

24 60. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
25 result of DEFENDANTS’ conduct and actions alleged herein.

26 61. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and
27 PLAINTIFF has the same interests as the other members of the class.

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1 62. PLAINTIFF will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS members.

3 63. PLAINTIFF retained able class counsel with extensive experience in class action
4 litigation.

5 64. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
6 interest of the other CALIFORNIA CLASS members.

7 65. There is a strong community of interest among PLAINTIFF and the members of the
8 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
10 sustained.

11 66. The questions of law and fact common to the CALIFORNIA CLASS members
12 predominate over any questions affecting only individual members, including legal and factual
13 issues relating to liability and damages.

14 67. A class action is superior to other available methods for the fair and efficient
15 adjudication of this controversy because joinder of all class members is impractical. Moreover,
16 since the damages suffered by individual members of the class may be relatively small, the expense
17 and burden of individual litigation makes it practically impossible for the members of the class
18 individually to redress the wrongs done to them. Without class certification and determination of
19 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
20 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

21 a. Inconsistent or varying adjudications with respect to individual members of the
22 CALIFORNIA CLASS which would establish incompatible standards of conduct
23 for the parties opposing the CALIFORNIA CLASS; and/or,

24 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
25 which would, as a practical matter, be dispositive of the interests of the other
26 members not party to the adjudication or substantially impair or impede their ability
27 to protect their interests.

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1 73. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which this
4 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business and Professions Code, including restitution of wages wrongfully withheld.

6 74. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
7 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
8 mandated meal and rest periods and the required amount of compensation for missed meal and rest
9 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
10 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
11 to the applicable California Labor Code and Industrial Welfare Commission requirements in
12 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
13 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
14 Code Section 17203, including restitution of wages wrongfully withheld.

15 75. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful,
16 unfair, and deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANTS.

19 76. By the conduct alleged herein, DEFENDANTS’ practices were also unfair and
20 deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to provide
21 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
22 required by California Labor Code Sections 226.7 and 512.

23 77. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
26 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
27 of work.

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1 78. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 79. By and through the unlawful and unfair business practices described herein,
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
9 to unfairly compete against competitors who comply with the law.

10 80. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

15 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 82. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
22 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
23 any unlawful and unfair business practices in the future.

24 83. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
11 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
12 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
13 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

14 86. Pursuant to California Labor Code Section 204, other applicable laws and
15 regulations, and public policy, an employer must timely pay its employees for all hours worked.

16 87. California Labor Code Section 1197 provides the minimum wage for employees
17 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
18 wage than the minimum so fixed is unlawful.

19 88. California Labor Code Section 1194 establishes an employee's right to recover
20 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
21 of suit.

22 89. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
23 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
24 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
25 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS.

27 90. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing

1 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
2 members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 91. In committing these violations of the California Labor Code, DEFENDANTS
4 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
5 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
6 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
7 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
8 and regulations.

9 92. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANTS.

12 93. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
14 failure to pay all earned wages.

15 94. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
18 and will continue to suffer an economic injury in amounts which are presently unknown to them,
19 and which will be ascertained according to proof at trial.

20 95. DEFENDANTS knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANTS systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
26 their time worked.

27 96. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 97. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
8 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
9 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
10 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
11 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
12 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
13 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
14 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
15 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
16 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
17 costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

22 98. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 99. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
26 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
27 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
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1 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
2 (12) hours in a workday, and/or forty (40) hours in any workweek.

3 100. Pursuant to California Labor Code Section 204, other applicable laws and
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

5 101. California Labor Code Section 510 provides that employees in California shall not
6 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
7 workweek unless they receive additional compensation beyond their regular wages in amounts
8 specified by law.

9 102. California Labor Code Section 1194 establishes an employee's right to recover
10 unpaid wages, including minimum and overtime compensation and interest thereon, together with
11 the costs of suit. California Labor Code Section 1198 further states that the employment of an
12 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

13 103. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
15 they worked, including overtime work.

16 104. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
18 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
19 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
20 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
22 forty (40) hours in any workweek.

23 105. In committing these violations of the California Labor Code, DEFENDANTS
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
26 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
27 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
28 regulations.

1 106. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 107. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 108. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 109. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
21 records and witnessed by employees.

22 110. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
26 unknown to them, and which will be ascertained according to proof at trial.

27 111. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
5 worked.

6 112. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 113. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
15 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
18 owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
20 therefore these individuals are also entitled to waiting time penalties under California Labor Code
21 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
22 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
23 are entitled to seek and recover statutory costs.

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1 additional hour of compensation at each employee’s regular rate of pay for each workday that rest
2 period was not provided.

3 121. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 122. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 123. California Labor Code Section 226 provides that an employer must furnish
14 employees with an “accurate itemized” statement in writing showing:

- 15 a. gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation
17 is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her Social Security number, except that by
27 January 1, 2008, only the last four digits of his or her Social Security number or an
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1 employee identification number other than Social Security number may be shown
2 on the itemized statement,

- 3 h. the name and address of the legal entity that is the employer, and
- 4 i. all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee.

6 124. When DEFENDANTS did not accurately record PLAINTIFF'S and other
7 CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and
8 rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor
9 Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA
10 CLASS members with complete and accurate wage statements which failed to show, among other
11 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
13 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest
14 periods.

15 125. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
16 CALIFORNIA CLASS members with wage statements that accurately provided the name and
17 address of the legal entity that is the employer, in violation of California Labor Code Section
18 226(a)(8).

19 126. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
20 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
21 requirements of California Labor Code Section 226(a)(1)-(9).

22 127. DEFENDANTS knowingly and intentionally failed to comply with California Labor
23 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
24 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
25 calculating the correct wages for all missed meal and rest breaks and the amount of employment
26 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
27 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
28 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the

1 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
2 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
3 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
4 member of the CALIFORNIA CLASS herein).

5 **SEVENTH CAUSE OF ACTION**

6 **Failure To Pay Wages When Due**

7 **(Cal. Lab. Code § 203)**

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

9 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
11 Complaint.

12 129. California Labor Code Section 200 provides that:

13 As used in this article:

- 14 (d) "Wages" includes all amounts for labor performed by employees of every
15 description, whether the amount is fixed or ascertained by the standard of time,
16 task, piece, commission basis, or other method of calculation.
17 (e) "Labor" includes labor, work, or service whether rendered or performed under
18 contract, subcontract, partnership, station plan, or other agreement if the labor to
19 be paid for is performed personally by the person demanding payment.

20 130. California Labor Code Section 201 provides, in relevant part, that "If an employer
21 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
22 immediately."

23 131. California Labor Code Section 202 provides, in relevant part, that:

24 If an employee not having a written contract for a definite period quits his or her
25 employment, his or her wages shall become due and payable not later than 72 hours
26 thereafter, unless the employee has given 72 hours previous notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time
28 of quitting. Notwithstanding any other provision of law, an employee who quits without
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall constitute the
date of payment for purposes of the requirement to provide payment within 72 hours
of the notice of quitting.

132. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
members' employment contract.

1 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
2 their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically,
3 DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their
4 personal cell phones, to execute their essential job duties on behalf of DEFENDANTS.
5 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
6 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
7 phones, within the course and scope of their employment for DEFENDANTS. These expenses
8 were necessary to complete their principal job duties. DEFENDANTS are estopped by
9 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were
10 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
11 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
12 members for these expenses as an employer is required to do under the laws and regulations of
13 California.

14 139. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
15 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
16 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
17 statutory rate and costs under California Labor Code Section 2802.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANTS' violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to California Code of Civil Procedure Section 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7, 512 and the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

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violation of California Labor Code Section 226;

- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: March 3, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: March 3, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay, Esq.
Attorney for PLAINTIFF