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Attorneys for Plaintiffs and the Putative Class

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

JULIA BERNSTEIN, LISA MARIE SMITH,  
and ESTHER GARCIA, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

VIRGIN AMERICA, INC.; and Does 1-10,  
inclusive;

Defendants.

**CASE NO.: 15-CV-02277-JST**

**CLASS ACTION  
FIRST AMENDED COMPLAINT and  
JURY DEMAND**

- 1. FAILURE TO PAY MINIMUM WAGE**
- 2. FAILURE TO PAY SAN FRANCISCO MINIMUM WAGE**
- 3. FAILURE TO PAY OVERTIME WAGES**
- 4. FAILURE TO PAY WAGES FOR HOURS WORKED**
- 5. FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
- 6. FAILURE TO PROVIDE REQUIRED REST PERIODS**
- 7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 8. FAILURE TO PAY WAITING TIME PENALTIES**
- 9. FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**
- 10. VIOLATIONS OF THE UNFAIR COMPETITION LAW**
- 11. VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT**

**NATURE OF CLAIM**

1           1.       Plaintiff Julia Bernstein (hereinafter referred to as “Ms. Bernstein”), Plaintiff Lisa  
2 Marie Smith (hereinafter referred to as “Ms. Smith”), and Plaintiff Esther Garcia (hereinafter  
3 referred to as “Ms. Garcia”) (collectively referred to as “Plaintiffs”) bring this action on behalf of  
4 themselves and a proposed class of similarly situated individuals against Defendant Virgin  
5 America, Inc. (hereinafter referred to as “Virgin” or “Defendant”), for its unlawful employment  
6 scheme that denies Plaintiffs and others like them the wages and benefits to which they are  
7 lawfully entitled.

8           2.       Plaintiffs and proposed Class members are flight attendants who work or have  
9 worked for Defendant in California.

10          3.       Through this action, Plaintiffs charge Defendant with violations of multiple  
11 provisions of the California Labor Code, the California Industrial Welfare Commission Wage  
12 Order 9-2001 (hereinafter “Wage Order”), the Private Attorney General Act of 2004 (“PAGA”),  
13 and San Francisco’s Minimum Wage Ordinance. Plaintiffs seek, on behalf of themselves and the  
14 proposed Class, declaratory and injunctive relief, restitution, compensatory damages, statutory  
15 damages, penalties, attorneys’ fees and costs, and prejudgment interest.

**PARTIES**

17          4.       Plaintiff Julia Bernstein is an individual resident of Los Angeles, California who has  
18 performed work as a flight attendant for Defendant at San Francisco International Airport and John  
19 F. Kennedy Airport.

20          5.       Plaintiff Lisa Marie Smith is an individual resident of Campbell, California who has  
21 performed work as a flight attendant for Defendant at San Francisco International Airport.

22          6.       Plaintiff Esther Garcia is an individual resident of Granada Hills, California who has  
23 performed work as a flight attendant for Defendant at San Francisco International Airport and Los  
24 Angeles International Airport.

25          7.       Defendant Virgin America, Inc. is a corporation registered in and doing business  
26 throughout the State of California. It is headquartered in Burlingame, California with more than  
27 1,000 employees, including over 850 flight attendants, and operates a mainline fleet based at San  
28

1 Francisco International Airport of more than fifty aircrafts. Defendant operates at airports  
2 throughout California, including San Francisco International Airport, Los Angeles International  
3 Airport, and San Diego International Airport.

4 8. Does 1 through 10, inclusive, are persons or entities whose true names and identities  
5 are now unknown to Plaintiffs, and who therefore are sued by such fictitious names. Plaintiffs will  
6 amend this complaint to allege their true names and capacities once ascertained. Plaintiffs are  
7 informed and believe that each of the fictitiously-named Doe defendants, including any such  
8 defendants that may be the agents, representatives, or parent or subsidiary corporations of the  
9 named Defendant, is responsible in some manner for the occurrences, events, transactions, and  
10 injuries alleged herein and that the harm suffered by Plaintiffs and the proposed Class were  
11 proximately caused by them in addition to Defendant.

12 9. Plaintiffs are informed and believe and thereon allege that each of the Defendants,  
13 including the Doe defendants, acted in concert with each and every other Defendant, intended to  
14 and did participate in the events, acts, practices and courses of conduct alleged herein, and was a  
15 proximate cause of damage and injury thereby to Plaintiffs as alleged herein.

16 10. At all times herein mentioned, each Defendant was the agent or employee of each of  
17 the other Defendants and was acting within the course and scope of such agency or employment.

18 **JURISDICTION AND VENUE**

19 11. This court has jurisdiction over Plaintiffs' and the Class members' causes of action  
20 alleged herein under section 28 U.S.C. section 1332(d), because this is a class action in which the  
21 amount in controversy exceeds \$5,000,000, there are more than 100 putative class members, and  
22 some class members are citizens of a different state than Defendant.

23 12. Venue is proper in this district under 28 U.S.C. section 1391 because a substantial  
24 portion of the events which are the subject of this action were performed in the County of San  
25 Francisco, in the State of California.

26 13. Pursuant to Local Rule 3-2(c) and (d), this action is properly assigned to the San  
27 Francisco Division of the Northern District of California because a substantial portion of the events  
28 giving rise to the dispute occurred in San Francisco County, California.

**PLAINTIFF’S CLASS ACTION ALLEGATIONS**

1  
2 14. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this  
3 action on behalf of themselves and all other persons similarly situated. The proposed class  
4 (hereinafter the “Class”) that Plaintiffs seek to represent is defined as follows:

5 All individuals who have worked as flight attendants of Virgin  
6 America, Inc. at any time during the period from four years prior  
7 to the filing of the original complaint in this action through the  
8 date of final judgment.

9 15. This action may properly be maintained as a class action pursuant to  
10 Fed. R. Civ. P. 23.

11 16. The Class is comprised of hundreds of persons and is so numerous that joinder of all  
12 members is impracticable. The exact size of the Class and the identity of the members of the Class  
13 are ascertainable from the business records maintained by Defendant. The Class may be notified of  
14 the pendency of this action by mail, or other appropriate media, using the notice similar to that  
15 customarily used in the wage and hours class actions.

16 17. Plaintiffs’ claims are typical of the claims of members of the Class as all Class  
17 members are similarly affected by Defendant’s wrongful conduct in violation of state laws  
18 governing labor standards that are complained of herein. The claims arise from the same course of  
19 conduct by Defendant, and the relief sought is common.

20 18. Plaintiffs will fairly and adequately protect the interests of the members of the Class  
21 because: (a) their interests do not conflict with the interests of the individual members of the Class  
22 they seek to represent; (b) they have retained counsel competent and experienced in wage and hour  
23 and class action litigation; and (c) they intend to prosecute this action vigorously.

24 19. Common questions of law and fact exist as to all members of the Class and  
25 predominate over any questions solely affecting individual members of the Class. Among the  
26 questions of law and fact common to the Class are:

27 (a) whether Defendant has properly paid all Class members for the hours that  
28 were worked in excess of eight (8) hours a day or forty (40) hours a week as  
required by California law;

- 1 (b) whether Defendant has a policy or practice of failing to pay for all hours
- 2 worked;
- 3 (c) whether Defendant has a policy or practice of failing to provide accurate
- 4 wage statements;
- 5 (d) whether Defendant has a policy or practice of failing to provide meal
- 6 periods;
- 7 (e) whether Defendant has a policy or practice of failing to provide rest breaks;
- 8 (f) whether Defendant's payroll practices are unlawful in violation of California
- 9 law;
- 10 (g) whether Defendant's pay policies violate California's minimum wage
- 11 requirements;
- 12 (h) whether Defendant's pay policies violate San Francisco's minimum wage
- 13 requirements;
- 14 (i) whether Defendant violated California Labor Code section 2802 by failing to
- 15 indemnify Class members for all necessary business expenditures;
- 16 (j) whether Defendant's conduct violated the California Unfair Practices Act set
- 17 forth in the Business and Professions Code section 17200 *et seq.* by violating
- 18 state and local laws as set forth herein; and
- 19 (k) Whether Defendant is liable for civil penalties for any of the above
- 20 violations, pursuant to Labor Code section 2698 *et seq.*

21 20. A class action is superior to all other available methods for the fair and efficient  
22 adjudication of this controversy. Joinder of all Class members is impracticable. Questions of law  
23 and fact common to the Class predominate over any questions affecting only individual members  
24 of the Class. Each Class member has suffered injury and is entitled to recover by reason of  
25 Defendant's unlawful conduct. Common proof as to Defendant's conduct, including Defendant's  
26 own documents and pay records, will be available to demonstrate the uniformity of Defendant's  
27 conduct.

28 21. Class action treatment will allow those similarly situated persons to litigate their

1 claims in the manner that is most efficient and economical for the parties and the judicial system.  
2 The prosecution of separate actions against Defendant by individual Class members would create a  
3 risk of inconsistent judgments. Furthermore, as the damages suffered by individual Class members  
4 may be relatively small, the expense and burden of individual litigation make it impossible for  
5 members of the Class to individually redress the wrongs done to them. There will be no difficulty  
6 in the management of this action as a class action.

### 7 FACTUAL ALLEGATIONS

8 22. Plaintiff Julia Bernstein joined Virgin in February 2009, as a flight attendant  
9 (referred to by Virgin as an “Inflight Teammate”). For approximately the first six months of her  
10 employment with Virgin, Ms. Bernstein worked on “reserve” as an Inflight Teammate, and  
11 typically flew on flights originating from San Francisco International Airport. After six months,  
12 Ms. Bernstein became a non-reserve Inflight Teammate, and typically flew on trips originating  
13 from John F. Kennedy Airport, stopping over in Los Angeles International Airport and Logan  
14 International Airport. On a typical flight schedule, Ms. Bernstein flew into and out of Los Angeles  
15 International Airport on flights originating from the East Coast. Throughout her tenure at Virgin,  
16 Ms. Bernstein regularly attended mandatory trainings at San Francisco International Airport,  
17 Virgin’s hub. Ms. Bernstein’s employment with Virgin ended in June 2012. At all times during  
18 her employment, Defendant considered and treated Ms. Bernstein as a California employee.

19 23. Ms. Bernstein was hired as a flight attendant to work five-day on-call reserve shifts  
20 for Defendant. During these five-day shifts, Ms. Bernstein was required to be within two hours’  
21 travel time from San Francisco International Airport. Defendant typically called her to report for  
22 an assigned flight with no more than two hours’ notice. After approximately six months, Ms.  
23 Bernstein was given a monthly flight schedule with flights typically originating from John F.  
24 Kennedy Airport. She typically flew from John F. Kennedy Airport to Los Angeles International  
25 Airport, then from Los Angeles International Airport to Logan International Airport, from Logan  
26 International Airport back to Los Angeles International Airport, and then to John F. Kennedy  
27 Airport. At times, Ms. Bernstein worked back-to-back shifts during her employment with Virgin  
28 with less than eight or nine hours of off-duty time between shifts.

1           24. Plaintiff Lisa Marie Smith joined Virgin on February 8, 2008 as a Guest Service  
2 Teammate and worked at the Seattle-Tacoma International Airport. In or around October 2008,  
3 Ms. Smith transferred to San Francisco International Airport. In or around August 2011, Ms.  
4 Smith was promoted to an Inflight Teammate position. For approximately the first one or two  
5 months of her employment with Virgin as a flight attendant, Ms. Smith worked on “reserve,” and  
6 typically flew on flights originating from San Francisco International Airport. Ms. Smith was hired  
7 as a flight attendant to work five-day on-call reserve shifts for Defendant. During these five-day  
8 shifts, Ms. Smith was required to be within two hours’ travel time from San Francisco International  
9 Airport. Defendant typically called her to report for an assigned flight with no more than two  
10 hours’ notice.

11           25. In or around October or November 2011, Ms. Smith became a non-reserve Inflight  
12 Teammate. Ms. Smith’s base airport was San Francisco International Airport. Ms. Smith’s flight  
13 routes changes regularly and she does not have a typical flight schedule, although her trips  
14 generally begin and end at San Francisco International Airport. Throughout her tenure at Virgin,  
15 Ms. Smith has regularly attended mandatory trainings at San Francisco International Airport,  
16 Virgin’s hub. Ms. Smith has worked on flights exclusively to and from California airports. At all  
17 times during her employment with Virgin as an Inflight Teammate, Defendant has considered and  
18 treated Ms. Smith as a California employee. Ms. Smith is a current employee of Virgin.

19           26. Plaintiff Esther Garcia joined Virgin on or around August 9, 2010, as a flight  
20 attendant. Until approximately February 2011, Ms. Garcia worked on “reserve” as a flight  
21 attendant, and typically flew on flights originating from San Francisco International Airport. Ms.  
22 Garcia was hired as a flight attendant to work five-day on-call reserve shifts for Defendant. During  
23 these five-day shifts, Ms. Garcia was required to be within two hours’ travel time from San  
24 Francisco International Airport. Defendant typically called her to report for an assigned flight with  
25 no more than two hours’ notice. At times, Ms. Garcia worked back-to-back shifts during her  
26 employment with Virgin with less than eight or nine hours of off-duty time between shifts.

27           27. Ms. Garcia’s base airport was originally San Francisco International Airport. Ms.  
28 Garcia’s flight routes changed regularly and she did not have a typical flight schedule, although her

1 trips generally began and ended at San Francisco International Airport until approximately  
2 September 2012. In or around September 2012, Ms. Garcia transferred from San Francisco  
3 International Airport to Los Angeles International Airport. Once Los Angeles International Airport  
4 became her base, Ms. Garcia's routes typically began and ended at Los Angeles International  
5 Airport. Ms. Garcia did not maintain a regular schedule while working out of Los Angeles  
6 International Airport. At least once per month, Ms. Garcia would spend a full day flying  
7 exclusively to and from California airports. Throughout her tenure at Virgin, Ms. Garcia regularly  
8 attended mandatory trainings at San Francisco International Airport, Virgin's hub. Ms. Garcia's  
9 employment with Virgin ended in June 2015. At all times during her employment, Defendant  
10 considered and treated Ms. Garcia as a California employee. As with other Class members,  
11 Plaintiffs received two paychecks from Virgin each month. On the first of each month, Virgin paid  
12 Plaintiffs and other Class members for a set number of hours that equalled a fraction of the actual  
13 hours they worked for the preceding month. On the fifteenth of the month, Virgin paid Plaintiffs  
14 and other Class members for the remaining balance of hours worked for the preceding month. The  
15 payment on the first of the month did not vary, irrespective of how many hours Plaintiffs or other  
16 Class members worked in the preceding month. Virgin's policy and practice of paying flight  
17 attendants more than four weeks after their work is performed was and is willful and deliberate.

18       28. At all relevant times, Virgin has had a consistent policy and/or practice of not  
19 allowing flight attendants to take a meal period earlier than one hour before landing. During the  
20 course of their employment, Plaintiffs and other Class members were not allowed a meal period  
21 until one hour before landing, irrespective of whether they had already worked five consecutive  
22 hours. Virgin's policy and practice of forcing flight attendants to work without a meal period was  
23 and is willful and deliberate.

24       29. At all relevant times, Virgin has had a consistent policy and/or practice of not  
25 allowing flight attendants who worked more than four hours to take rest breaks. During the course  
26 of their employment, Plaintiffs and Class members were not allowed to take rest breaks even when  
27 they worked more than four hours. Virgin's policy and practice of forcing flight attendants to work  
28 without a rest break was and is willful and deliberate.



1           30. At all relevant times, Virgin has had a consistent policy and/or practice of requiring  
2 Plaintiffs and Class members to perform work without compensation (hereafter referred to as off-  
3 the-clock work). During these times, Plaintiffs and Class members are under Virgin's control and  
4 are performing work that is related to their principal activities. Defendant was and is aware that  
5 Plaintiffs and the Class members worked off-the-clock.

6           31. Virgin requires all flight attendants to be present at the airport up to one hour before  
7 their flight's departure time. During this time, flight attendants are required to attend a pre-flight  
8 briefing meeting. Virgin requires all flight attendants to be on board and remain on board during  
9 the entire boarding process. Virgin requires all flight attendants to remain on board during the  
10 entire deplaning process. Deplaning at California airports typically takes thirty minutes or more.  
11 Virgin does not compensate flight attendants for all of this time. In particular, Plaintiffs and the  
12 Class members performed uncompensated work before assigned flights departed and performed  
13 uncompensated work after the flights landed. Virgin has had a consistent policy and/or practice of  
14 compensating Plaintiffs and Class members for no more than fifteen minutes of work after a flight  
15 lands, irrespective of the actual amount of time worked.

16           32. At all relevant times, Virgin has had a policy that requires all flight attendants to  
17 write incident reports after an unexpected event occurs during their flight. Medical issues with  
18 passengers, disruptive and unruly passengers, and mechanical issues with the plane are examples of  
19 incidents that require flight attendants to draft and submit incident reports. Virgin has a consistent  
20 policy and/or practice of requiring Plaintiffs and Class members to submit incident reports within  
21 24 hours of an incident. Virgin requires that flight attendants draft the incident reports online  
22 through a secure portal, accessible through Virgin's employee website. Virgin does not permit  
23 Plaintiffs and Class members to access this secure portal onboard and instead expects them to write  
24 the incident reports after landing and deplaning. Virgin has a consistent policy and/or practice of  
25 not compensating Plaintiffs or Class members for the time spent drafting and submitting incident  
26 reports. Virgin's policy and/or practice of not compensating employees for time spent writing and  
27 drafting reports was and is willful and deliberate.

28           33. Virgin has a consistent policy and/or practice of compensating Plaintiffs and other

1 Class members for a predetermined number of hours per assigned flight, irrespective of their actual  
2 hours worked in-flight for each flight. Specifically, Virgin compensates all flight attendants for a  
3 predetermined number of hours for each flight, irrespective of whether the flight attendant work  
4 several more hours than planned because a flight is delayed in the air or on the tarmac. Virgin's  
5 policy and practice of forcing flight attendants to work "off-the-clock" was and is willful and  
6 deliberate.

7 34. At all relevant times, Virgin has had a consistent policy and/or practice of refusing  
8 to pay overtime whenever Plaintiffs or other Class members work in excess of eight (8) hours in a  
9 day or forty (40) hours in a workweek. As with other Class members, whenever Plaintiffs were  
10 paid for more than eight hours in one day, they were paid straight pay for any hours in excess of  
11 eight hours and not overtime pay. Virgin's policy and practice of not paying overtime was and is  
12 willful and deliberate.

13 35. At all relevant times, Virgin has had a consistent policy and/or practice of requiring  
14 Plaintiffs and Class members to attend trainings without compensation. During the course of their  
15 employment, Plaintiffs and Class members were not compensated for the entire time spent  
16 attending mandatory training sessions at San Francisco International Airport. Virgin's policy and  
17 practice of not compensating employees for training time was and is willful and deliberate.

18 36. At all relevant times, Virgin has had a consistent policy and/or practice of requiring  
19 Plaintiffs and Class members to travel from their regularly-assigned base airport to other cities for  
20 required company business, including for mandatory trainings or to start a trip. This time spent  
21 traveling between the regularly-assigned base and the other location is called "deadheading."  
22 Virgin has had a consistent policy and/or practice of not compensating Plaintiffs and Class  
23 members fully for their time spent deadheading. Virgin's policy and practice of not compensating  
24 employees for deadhead time was and is willful and deliberate.

25 37. At all relevant times, Virgin has had a consistent policy and/or practice of requiring  
26 Plaintiffs and Class members to undergo random drug testing without compensation. During the  
27 course of their employment, Plaintiffs and Class members were not compensated for the entire time  
28 spent undergoing random drug tests mandated by Defendant. Virgin's policy and practice of not

1 compensating flight attendants for drug testing time was and is willful and deliberate.

2 38. At all relevant times, Virgin has had a consistent policy and/or practice of requiring  
3 all flight attendants to maintain a valid passport. Virgin has a consistent policy and/or practice of  
4 not reimbursing Plaintiffs and Class members for the costs incurred in purchasing and/or renewing  
5 their passports. Virgin's policy and practice of not indemnifying flight attendants for passport-  
6 related costs was and is willful and deliberate.

7 39. At all relevant times, Virgin has had a consistent policy and/or practice of providing  
8 wage statements that do not accurately and completely reflect the actual hours worked by Plaintiffs  
9 and Class members, and the pay rates that correspond to those hours. Virgin's policy and practice  
10 of not providing accurate wage statements was and is willful and deliberate.

11 40. Virgin's underpayment of regular and overtime premium wages, failure to provide  
12 meal breaks, failure to provide rest breaks, failure to pay for training time, failure to pay for time  
13 spent undergoing random drug testing, failure to pay for time spent writing incident reports, failure  
14 to reimburse Plaintiffs and Class members for the purchase and/or renewal of passports, and failure  
15 to provide prompt payment of wages to Plaintiffs and members of the Class result from certain  
16 unlawful compensation practices that Virgin centrally devised, implemented, communicated, and  
17 applied to Plaintiffs and all other similarly situated employees.

18 41. Through common practices, policies, and/or schemes, Virgin has systematically  
19 underpaid Plaintiffs and members of the Class by, among other things: failing to pay all wages  
20 when due; miscalculating and/or failing to keep track of all hours worked by Plaintiffs and  
21 members of the Class; failing to compensate Plaintiffs and Class members for training time; failing  
22 to compensate Plaintiffs and Class members for time spent undergoing random drug tests; failing to  
23 compensate Plaintiffs and Class members for time spent drafting incident reports; failing to  
24 reimburse Plaintiffs and Class members for the purchase and/or renewal of passports; and failing to  
25 compensate Plaintiffs and Class members for meal and rest periods not taken.

26 **FIRST CAUSE OF ACTION**

27 **(Failure to Pay Minimum Wage [Cal. Labor Code §§ 1182.12, 1194, 1194.2; IWC Wage**  
28 **Order No. 9-2001, § 4] by Plaintiffs individually and on Behalf of the Class)**

1           42. Plaintiffs and members of the Class incorporate herein by specific reference, as  
2 though fully set forth, the allegations above.

3           43. Pursuant to California Labor Code sections 1182.12, 1194, and 1194.2, and IWC  
4 Wage Order No. 9-2001, section 4, Virgin is required to compensate Plaintiffs and members of the  
5 Class for all hours worked. From January 1, 2008 until June 30, 2014, the minimum wage in  
6 California was \$8.00 per hour. Since July 1, 2014, the minimum wage in California has been \$9.00  
7 per hour.

8           44. Plaintiffs and members of the Class are non-exempt employees entitled to the  
9 protections of California Labor Code sections 1182.12, 1194, and 1194.2, and IWC Wage Order  
10 No. 9-2001.

11           45. California law prohibits employers from averaging rates earned by an employee  
12 over an entire shift in order to comply with minimum wage laws. Virgin's pay policies and  
13 practices violate California's minimum wage requirements because they fail to pay Plaintiffs and  
14 members of the Class for all hours worked.

15           46. For example, Virgin pays Plaintiffs and members of the Class for a predetermined  
16 number of hours for each assigned flight, but not for all in-flight hours or all hours worked prior to  
17 departure and after arrival. Virgin also does not pay Plaintiffs and members of the Class for their  
18 entire time spent undergoing random drug testing, deadheading, writing incident reports, or  
19 attending trainings. As a result, Virgin has failed to pay Plaintiffs and members of the Class the  
20 applicable minimum wage for all hours worked in violation of the Labor Code and Wage Order 9-  
21 2001.

22           47. Virgin's conduct described herein violates California Labor Code sections 1182.12,  
23 1194, and 1194.2, and IWC Wage Order No. 9-2001. Plaintiffs and members of the Class  
24 therefore are entitled to recover their unpaid wages, plus interest, penalties, attorneys' fees,  
25 expenses, and costs of suit. Further, Plaintiffs and members of the Class are entitled to liquidated  
26 damages pursuant to Labor Code section 1194.2  
27  
28

**SECOND CAUSE OF ACTION**

**(Failure to Pay San Francisco Minimum Wage [San Francisco Admin. Code Ch. 12R] by Plaintiffs individually and on Behalf of the Class)**

1  
2  
3  
4 48. Plaintiffs and members of the Class incorporate herein by specific reference, as  
5 though fully set forth, the allegations above.

6 49. At all times relevant to this action, Plaintiffs and members of the Class were  
7 employed by Virgin within the meaning of the San Francisco Minimum Wage Ordinance, were  
8 covered by the provisions of San Francisco’s Minimum Wage Ordinance, and were not exempt  
9 from the minimum wage requirements of that ordinance.

10 50. The San Francisco minimum wage was \$9.79 per hour in 2010, \$9.92 per hour in  
11 2011, \$10.24 per hour in 2012, \$10.55 per hour in 2013, \$10.74 per hour in 2014, and \$11.05 per  
12 hour in 2015. Since May 1, 2015, San Francisco’s minimum wage has been \$12.25 per hour.

13 51. San Francisco International Airport is a department of the City and County of San  
14 Francisco, and is covered by San Francisco’s Minimum Wage Ordinance.

15 52. The San Francisco Minimum Wage Ordinance requires employers to pay at least the  
16 minimum wage for all hours worked.

17 53. Virgin’s pay policies and practices violate San Francisco’s minimum wage  
18 requirements because they fail to pay Plaintiffs and members of the Class for all hours worked.  
19 Virgin pays Plaintiffs and members of the Class for a predetermined number of hours for each  
20 assigned flight, but not for all in-flight hours or all hours worked prior to departure and after  
21 arrival. Virgin also does not pay Plaintiffs and members of the Class for their entire time spent  
22 undergoing random drug testing, deadheading, writing incident reports, or spent attending  
23 trainings, including at San Francisco International Airport. As a result, Virgin has failed to pay  
24 Plaintiffs and members of the Class the applicable minimum wage for all hours worked in violation  
25 of San Francisco Admin. Code chapter 12R.

26 54. Pursuant to San Francisco Admin. Code chapter 12R.7(c), Plaintiffs and members of  
27 the Class are entitled to recover their unpaid wages in an amount to be established at trial, plus  
28 prejudgment interest, and costs and attorneys’ fees. Further, Plaintiffs and members of the Class

1 are entitled to recover liquidated damages in the amount of \$50 per violation per day.

2  
3 **THIRD CAUSE OF ACTION**

4 **(Failure to Pay Overtime Wages [Cal. Labor Code §§ 510, 1194; IWC Wage Order No. 9-2001, § 3] by Plaintiffs individually and on Behalf of the Class)**

5 55. Plaintiffs and members of the Class incorporate herein by specific reference, as  
6 though fully set forth, the allegations above.

7 56. At all times relevant to this action, Plaintiffs and members of the Class were  
8 employed by Virgin within the meaning of the California Labor Code.

9 57. Pursuant to California Labor Code sections 510 and 1194, and IWC Wage Order  
10 No. 9-2001, section 3, Virgin is required to compensate Plaintiffs and members of the Class for all  
11 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours  
12 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight  
13 (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of  
14 twelve (12) hours in any work day and for all hours worked in excess of eight (8) hours on the  
15 seventh consecutive day of work in any work week.

16 58. Plaintiffs and members of the Class are non-exempt employees entitled to the  
17 protections of California Labor Code sections 510 and 1194, and IWC Wage Order No. 9-2001.  
18 During the class period, Virgin failed to compensate Plaintiffs and members of the Class for all  
19 overtime hours worked as required under the foregoing provisions of the California Labor Code  
20 and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1½) or  
21 double the regular rate of pay as provided by California Labor Code sections 510 and 1194, and  
22 IWC Wage Order No. 9-2001, section 3; requiring, permitting or suffering Plaintiffs and members  
23 of the Class to work off the clock; requiring, permitting, or suffering Plaintiffs and members of the  
24 Class to attend trainings without compensation; requiring, permitting, or suffering Plaintiffs and  
25 members of the Class to deadhead without compensation; requiring, permitting, or suffering  
26 Plaintiffs and members of the Class to draft incident reports without compensation; requiring,  
27 permitting, or suffering Plaintiffs and members of the Class to undergo random drug testing  
28 without compensation; and requiring, permitting or suffering Plaintiffs and members of the Class to

1 work through meal and rest breaks.

2 59. In violation of California law, Virgin has knowingly and willfully refused to  
3 perform its obligations to compensate Plaintiffs and members of the Class for all wages earned and  
4 all hours worked. As a proximate result, Plaintiffs and members of the Class have suffered, and  
5 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest  
6 on such wages, and expenses and attorneys' fees in seeking to compel Virgin to fully perform its  
7 obligations under state law, all to their respective damages in amounts according to proof at time of  
8 trial, and within the jurisdiction of this Court.

9 60. Virgin's conduct described herein violates California Labor Code sections 510 and  
10 1194, and IWC Wage Order No. 9-2001, section 3. Therefore, pursuant to applicable provisions  
11 under the California Labor Code and IWC Wage Orders, Plaintiffs and members of the Class are  
12 entitled to recover the unpaid balance of wages owed to them by Virgin, plus interest, penalties,  
13 attorneys' fees, expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Pay Wages for Hours Worked [Cal. Labor Code § 204, *et seq.*] by Plaintiffs**  
16 **individually and on behalf of the Class)**

17 61. Plaintiffs and members of the Class incorporate herein by specific reference, as  
18 though fully set forth, the allegations above.

19 62. At all times relevant to this action, Plaintiffs and members of the Class were  
20 employed by Virgin within the meaning of the California Labor Code.

21 63. California Labor Code section 204 requires an employer, such as Virgin, to pay  
22 employees for all work performed on the job.

23 64. During the class period, Virgin had, and continues to have, a policy and practice of  
24 failing to compensate its employees for all hours worked. Virgin requires, suffers, or permits flight  
25 attendants to begin work up to an hour before boarding a flight, the entire duration of a flight,  
26 irrespective of in-flight delays, and up to one hour or more after landing, but only pays for the  
27 scheduled flight time up through fifteen minutes after landing. Virgin compensates its flight  
28 attendants for a predetermined number of hours per assigned flight, irrespective of the actual

1 number of hours worked by each employee.

2 65. Virgin had, and continues to have, a policy and practice of requiring, suffering, or  
3 otherwise permitting employees to attend mandatory trainings without compensating them for all  
4 of the time spent training.

5 66. Virgin had, and continues to have, a policy and practice of requiring, suffering, or  
6 otherwise permitting employees to draft and submit incident reports without compensating them  
7 for the time spent drafting and submitting the reports.

8 67. Virgin had, and continues to have, a policy and practice of requiring, suffering, or  
9 otherwise permitting employees to deadhead without compensating them for all time spent  
10 deadheading.

11 68. Virgin had, and continues to have, a policy and practice of requiring, suffering, or  
12 otherwise permitting employees to undergo random drug testing at the conclusion of a flight  
13 without compensating for the entire time spent undergoing the drug testing.

14 69. Virgin's policies and practices systematically reduce the daily time recorded and/or  
15 worked by its hourly employees. Plaintiffs and other Class members performed mandatory work  
16 duties that were not recorded and were unpaid. This work constitutes time worked "off-the-clock"  
17 for which Plaintiffs and Class members received no compensation.

18 70. By requiring Plaintiffs and Class members to perform work "off-the-clock," as  
19 alleged above, Virgin willfully has violated and continues to violate the provisions of California  
20 Labor Code section 204.

21 71. As a result of the unlawful acts of Virgin, Plaintiffs and Class members have been  
22 deprived of compensation in amounts to be determined at trial and are entitled to recovery of such  
23 amounts, plus interest thereon, attorneys' fees, and costs, under Labor Code section 1194.

24 **FIFTH CAUSE OF ACTION**

25 **(Failure to Provide Required Meal Periods [Cal. Labor Code §§ 226.7, 510, 512, 1194; IWC**  
26 **Wage Order No. 9-2001, § 11] by Plaintiffs individually and on Behalf of the Class)**

27 72. Plaintiffs and members of the Class incorporate herein by specific reference, as  
28



1 though fully set forth, the allegations above.

2 73. At all times relevant to this action, Plaintiffs and members of the Class were  
3 employed by Virgin within the meaning of the California Labor Code.

4 74. As part of Virgin's illegal payroll policies and practices to deprive their non-exempt  
5 employees all wages earned and due, Virgin required, permitted or otherwise suffered Plaintiffs  
6 and members of the Class to take less than the 30-minute meal period, or to work through them,  
7 and has failed to otherwise provide the required meal periods to Plaintiffs and Class members  
8 pursuant to California Labor Code sections 226.7 and 512, and IWC Order No. 9-2001, section 11.

9 75. Virgin further violated California Labor Code sections 226.7 and 512, and IWC  
10 Wage Order No. 9-2001, section 11 by willfully failing to compensate Plaintiffs and members of  
11 the Class for all hours worked during their meal periods.

12 76. Virgin further violated California Labor Code section 226.7 and IWC Wage Order  
13 No. 9-2001, section 11 by failing to pay Plaintiffs and members of the Class who were not  
14 provided with a meal period, in accordance with the applicable wage order, one additional hour of  
15 compensation at each employee's regular rate of pay for each work day that a meal period was not  
16 provided.

17 77. Virgin further violated California Labor Code sections 226.7, 510, and 1194, and  
18 IWC Wage Order No. 9-2001 by failing to compensate Plaintiffs and members of the Class for all  
19 hours worked during their meal periods.

20 78. As a proximate result of the aforementioned violations, Plaintiffs and members of  
21 the Class have been damaged in an amount according to proof at trial, and they are entitled to  
22 recover all wages earned and/or damages due, interest, and penalties.

23 **SIXTH CAUSE OF ACTION**

24 **(Failure to Provide Required Rest Periods [Cal. Labor Code §§ 226.7, 512; IWC Wage**  
25 **Order No. 9-2001, § 12] by Plaintiffs individually and on Behalf of the Class)**

26 79. Plaintiffs and members of the Class incorporate herein by specific reference, as  
27 though fully set forth, the allegations above.

28 80. At all times relevant to this action, Plaintiffs and members of the Class were

1 employed by Virgin within the meaning of the California Labor Code.

2 81. At all times relevant herein, as part of Virgin's illegal payroll policies and practices  
3 to deprive their non-exempt employees all wages earned and due, Virgin failed to provide rest  
4 periods to Plaintiffs and members of the Class as required under California Labor Code sections  
5 226.7 and 512, and IWC Wage Order No. 9-2001, section 12.

6 82. Virgin further violated California Labor Code section 226.7 and IWC Wage Order  
7 No. 9-2001, section 12 by failing to pay Plaintiffs and members of the Class who were not  
8 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
9 compensation at each employee's regular rate of pay for each work day that a rest period was not  
10 provided.

11 83. As a proximate result of the aforementioned violations, Plaintiffs and members of  
12 the Class have been damaged in an amount according to proof at trial, and they are entitled to  
13 recover all wages earned and/or damages due, interest, and penalties.

14 **SEVENTH CAUSE OF ACTION**

15 **(Failure to Provide Accurate Wage Statements [Cal. Lab. Code §§ 226, 1174] by Plaintiffs**  
16 **individually and on Behalf of the Class)**

17 84. Plaintiffs and members of the Class incorporate herein by specific reference, as  
18 though fully set forth, the allegations above.

19 85. At all times relevant to this action, Plaintiffs and members of the Class were  
20 employed by Virgin within the meaning of the California Labor Code.

21 86. Pursuant to California Labor Code sections 226 and 1174, all employers are  
22 required to maintain accurate records of each employee's hours of work and meal breaks each  
23 workday for a period of at least three (3) years, and provide to each employee accurate, periodic  
24 wage payments in writing setting forth, among other things: (a) the dates of labor for which  
25 payment of wages is made; (b) the total hours of work for the pay period; (c) the applicable rates of  
26 pay for all hours worked; (d) gross and net wages paid, as well as all authorized deductions from  
27 those wages; and (e) the name and address of the employer.

28 87. Defendant has knowingly failed to comply with these provisions by, among other

1 things, failing to provide accurate itemized wage statements in writing showing all applicable rates  
2 of pay during the pay period and the corresponding number of hours worked at each hourly rate by  
3 Plaintiffs and Class members.

4 88. California Labor Code section 226(e) provides that any employee suffering injury  
5 due to a willful violation of the aforementioned obligations may collect the greater of either actual  
6 damages or \$50 for the first inadequate pay statement and \$100 for each inadequate statement  
7 thereafter up to \$4,000 per employee. During the course of Plaintiffs' employment, Defendant  
8 consistently failed to provide Plaintiffs and Class members with adequate pay statements as  
9 required by California Labor Code section 226.

10 89. Defendant failed to provide such adequate statements willingly and with full  
11 knowledge of its obligations under California Labor Code section 226.

12 90. Defendant's failure to provide such adequate statements has caused injury to the  
13 Plaintiffs and the Class.

14 91. Plaintiffs and Class members may therefore recover the greater of actual damages or  
15 penalties as a result of Defendant's failure to provide proper records, in an amount to be  
16 determined at trial. Plaintiffs also seeks costs and attorneys' fees under Labor Code section 226.

17 **EIGHTH CAUSE OF ACTION**

18 **(Failure to Pay Waiting Time Penalties [Cal. Lab. Code §§ 201, 202, 203] by**  
19 **Plaintiffs Individually and on Behalf of the Class)**

20 92. Plaintiffs and members of the Class incorporate herein by specific reference, as  
21 though fully set forth, the allegations above.

22 93. At all times relevant to this action, Plaintiffs and members of the Class were  
23 employed by Virgin within the meaning of the California Labor Code.

24 94. California Labor Code section 201 requires an employer who discharges an  
25 employee to pay all compensation due and owing to that employee immediately upon discharge.

26 95. California Labor Code section 202 requires an employer to pay all compensation  
27 due and owing to an employee who quits within 72 hours of that employee quitting, unless the  
28 employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the

1 end of the employee’s final day of work.

2 96. California Labor Code section 203 provides that if an employer willfully fails to pay  
3 compensation promptly upon discharge, as required by section 201 or section 202, then the  
4 employer is liable for waiting time penalties in the form of continued compensation of up to thirty  
5 work days.

6 97. Defendant has willfully failed and refused to timely pay compensation and wages,  
7 including unpaid overtime pay and unpaid regular wage pay, to Plaintiffs and members of the Class  
8 whose employment terminated. As a result, Defendant is liable to Plaintiffs and members of the  
9 Class for waiting time penalties, together with interest thereon under Labor Code section 203.

10 **NINTH CAUSE OF ACTION**

11 **(Failure to Indemnify for All Necessary Expenditures [Cal. Lab. Code § 2802] by**  
12 **Plaintiffs Garcia and Smith Individually and on Behalf of the Class)**

13  
14 98. Plaintiffs Garcia and Smith and members of the Class incorporate herein by specific  
15 reference, as though fully set forth, the allegations above.

16 99. At all times relevant to this action, Plaintiffs Garcia and Smith and members of the  
17 Class were employed by Virgin within the meaning of the California Labor Code.

18 100. Labor Code section 2802(a) provides: “An employer shall indemnify his or her  
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
20 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
21 even though unlawful, unless the employee, at the time of obeying the directions, believed them to  
22 be unlawful.”

23 101. Virgin required Plaintiffs Garcia and Smith and Class members to maintain a valid  
24 passport while employed as flight attendants. Virgin had a policy and/or practice of not  
25 indemnifying flight attendants for any costs incurred in purchasing and/or renewing passports.

26 102. Under Labor Code section 2802(c), Plaintiffs Garcia and Smith and members of the  
27 Class are entitled to recover all reasonable costs, including attorneys’ fees, incurred in enforcing  
28 their rights granted by Section 2802.

**TENTH CAUSE OF ACTION**

**(Violation of the Unfair Competition Law [Business and Professions Code §§ 17200 *et seq.*] by Plaintiffs individually and on Behalf of the Class)**

103. Plaintiffs and members of the Class incorporate herein by specific reference, as though fully set forth, the allegations above.

104. The California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (“UCL”), defines unfair competition to include any “unlawful,” “unfair,” or “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

105. Virgin’s conduct as described above constitutes unlawful business practices for the reasons set forth below, without limitation:

- (a) Defendant has violated various sections of the California Labor Code, including but not limited to Sections 201 and 202 (requiring payment of all wages due upon termination of employment), 204 (requiring timely bimonthly payment of wages and timely payment of wages), 226 and 1174 (requiring accurate wage statements), 510 and 1194 (requiring payment of premium pay for all overtime hours worked); 2802 (requiring the indemnification of necessary business expenditures); and 1182.12, 1194, and 1194.2 (requiring payment of minimum wage);
- (b) Defendant has violated chapter 12R of San Francisco’s Minimum Wage Ordinance; and
- (c) Defendant has violated various sections of Wage Order 9-2001.

106. Virgin’s conduct as described above constitutes unfair business practices because Virgin’s conduct in denying lawfully earned wages outweighs any utility of such practices.

107. As a result of Defendant’s unlawful and unfair conduct, Plaintiffs and members of the Class suffered injury in fact and lost money and property, including, but not limited to loss of wages earned.

108. Pursuant to California Business and Professions Code section 17203, Plaintiffs and members of the Class seek declaratory and injunctive relief, restitution, disgorgement, and other

1 appropriate equitable relief pursuant to Business and Professions Code section 17204.

2 109. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiffs and  
3 members of the Class are entitled to recover reasonable attorneys' fees, costs, and expenses  
4 incurred in bringing this action.

5  
6 **ELEVENTH CAUSE OF ACTION**

7 **(Penalties under California Labor Code Private Attorneys General Act**  
8 **of 2004, Cal. Labor Code § 2699 et seq., by Plaintiffs Garcia and Smith individually**  
9 **and on Behalf of All Aggrieved Employees)**

10 110. Plaintiffs Garcia and Smith incorporate herein by specific reference, as though fully  
11 set forth, the allegations above.

12 111. Plaintiffs Garcia and Smith are "aggrieved employees," as that term is defined in  
13 Labor Code section 2699(a), and Plaintiffs therefore bring this action on behalf of themselves and  
14 all aggrieved employees.

15 112. Pursuant to Labor Code section 2699.3(a), prior to filing this First Amended  
16 Complaint, on September 25, 2015 and on September 26, 2015, Ms. Smith and Ms. Garcia gave  
17 written notice by certified mail to Defendant Virgin and to the Labor and Workforce Development  
18 Agency ("LWDA") of the factual and legal bases for the Labor Code violations alleged in this  
19 Complaint. The LWDA has not issued any citations related to the violations alleged in this  
20 Complaint. Therefore, Plaintiffs Garcia and Smith are amending this Complaint pursuant to Labor  
21 Code section 2699.3(a)(2)(C), and are entitled to proceed as a private attorney general on behalf of  
22 themselves and all other current and former aggrieved employees of Defendant.

23 113. As set forth herein, Defendant has committed numerous violations of the California  
24 Labor Code against Plaintiffs Garcia and Smith and other aggrieved employees, including:

- 25 (a) Failing to pay Plaintiffs Garcia and Smith and other aggrieved employees  
26 overtime compensation in violation of Labor Code sections 510, 1194, 1198;  
27 (b) Failing to pay Plaintiffs Garcia and Smith and other aggrieved employees for  
28 all hours worked, in particular off-the-clock hours for which they have not  
been compensated, including time spent working before and after flights,

1 being drug tested, deadheading, and drafting and submitting incident reports;

- 2 (c) Failing to timely pay all wages due upon termination and failing to pay  
3 waiting time penalties to all aggrieved employees whose employment with  
4 Defendant has ended during the relevant statutory period, in violation of  
5 Labor Code sections 201, 202, and 203;
- 6 (d) Failing to provide accurate itemized wage statements at time of payment, as  
7 required by Labor Code section 226;
- 8 (e) Failing to maintain adequate employee records as required by Labor Code  
9 section 1174;
- 10 (f) Failing to provide meal and rest periods or compensation for working  
11 through meal and rest periods by Plaintiffs Garcia and Smith and other  
12 aggrieved employees, in violation of Labor Code sections 226.7 and 512 and  
13 Wage Order 9-2001 ¶ 11; and
- 14 (g) Failing to comply with Labor Code section 204 by failing to pay wages in a  
15 timely manner, i.e. between the 16th and the 26th day of the month for labor  
16 performed between the 1st and 15th days of the month, and between the 1st  
17 and 10th day of the following month for labor performed between the 16th  
18 and the last day of the month.

19 114. Pursuant to Labor Code sections 2699(a) and 2699.5, Plaintiffs Garcia and Smith  
20 are entitled to recover all applicable wages and civil penalties for each of the Labor Code violations  
21 set forth herein on behalf of all aggrieved employees pursuant to Labor Code section 2699(f)(2)  
22 and/or the following sections of the Labor Code, in amounts to be determined at trial:

- 23 (a) Labor Code section 226.3 (for Defendant's failure to furnish accurate,  
24 itemized wage statements to Plaintiffs Garcia and Smith and other aggrieved  
25 employees);
- 26 (b) Labor Code section 558 (for Defendant's failure to pay Garcia and Smith  
27 and other aggrieved employees overtime wages in accordance with Labor  
28 Code section 510, and for Defendant's failure to permit and authorize all

1 mandatory rest and meal periods pursuant to the requirements of Labor Code  
2 section 512); and

- 3 (c) Labor Code section 1174.5 (for Defendant’s failure to maintain accurate  
4 records containing aggrieved employees’ wages, hours of work and other  
5 required information, in accordance with the requirements of Labor Code  
6 section 1174);

7 115. Pursuant to Labor Code section 2699(i), 25% of all civil penalties recovered  
8 pursuant to this cause of action shall be payable to Plaintiffs Garcia and Smith and other aggrieved  
9 employees, and 75% of the civil penalties recovered pursuant to this cause of action shall be  
10 payable to the California Labor and Workforce Development Agency for enforcement of labor  
11 laws and education of employers and employees about their rights and responsibilities under the  
12 Labor Code.

13 116. Defendant is liable for civil penalties, and for reasonable attorneys’ fees and costs  
14 under California Labor Code section 2699 *et seq.*

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiffs pray for the following relief on behalf of themselves and the  
17 Class against Defendant:

- 18 1. Certification of this action as a class action and appointment of Plaintiffs and  
19 Plaintiffs’ counsel to represent the Class;
- 20 2. Provision of class notice to members of the Class as defined above;
- 21 3. A declaratory judgment that Defendant knowingly and intentionally violated the  
22 following provisions of the law:
- 23 a. California Labor Code sections 1182.12, 1194, and 1194.2 by failing to pay  
24 California minimum wage;
- 25 b. San Francisco Minimum Wage Ordinance chapter 12R by failing to pay San  
26 Francisco minimum wage;
- 27 c. California Labor Code sections 510 and 1194 by failing to pay overtime  
28



1 wages;

2 d. California Labor Code section 204 by failing to pay for all hours worked off-  
3 the-clock;

4 e. California Labor Code sections 226.7, 510, 512, and 1194 by failing to  
5 provide meal periods or compensation for working through meal periods by  
6 Plaintiffs and Class members;

7 f. California Labor Code section 226 by failing to provide accurate wage  
8 statements;

9 g. California Labor Code sections 226.7 and 512 by failing to provide rest  
10 periods to Plaintiffs and Class members;

11 h. California Labor Code section 2802 by failing to indemnify Plaintiffs and  
12 Class members for necessary business expenditures; and

13 i. California Labor Code section 204 by failing to comply with semimonthly  
14 payment of wages to Plaintiffs and Class members.

15 4. That Defendant be permanently enjoined from engaging in the unlawful, unfair, and  
16 fraudulent acts and practices alleged herein;

17 5. An order requiring Defendant to pay restitution of all amounts owed to Plaintiffs  
18 and members of the Class, in an amount according to proof, pursuant to California Business and  
19 Professions Code section 17203;

20 6. Compensatory damages according to proof;

21 7. Statutory damages, liquidated damages, and penalties as provided under the Labor  
22 Code and San Francisco's Minimum Wage Ordinance;

23 8. All applicable civil penalties pursuant to Labor Code section 2698 *et seq.*;

24 9. Pre-judgment interest on all sums collected;

25 10. Reasonable attorneys' fees and costs, pursuant to California Code of Civil  
26 Procedure section 1021.5 and the California Labor Code, and/or other applicable law;

27 11. Costs of suit herein; and

28 12. Such other and further relief as the Court may deem appropriate.

1 Dated: October 28, 2015

2 DUCKWORTH PETERS LEBOWITZ OLIVIER  
3 LLP

4 KOSINSKI AND THIAGARAJ, LLP

5 By: /s/ Monique Olivier  
6 Monique Olivier  
7 Attorney for Plaintiffs and the Putative Class  
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury of each and every cause of action so triable.

Dated: October 28, 2015

DUCKWORTH PETERS LEBOWITZ OLIVIER  
LLP

KOSINSKI AND THIAGARAJ, LLP

By: /s/ Monique Olivier  
Monique Olivier  
Attorney for Plaintiffs and the Putative Class

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