

Assigned for all purposes to: Torrance Courthouse, Judicial Officer: Gary Tanaka

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
David X. Lin (SBN 312350)
dlin@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Stephen Cartwright
and aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STEPHEN CARTWRIGHT on behalf of all
aggrieved employees of Defendants in the
State of California,

Plaintiff,

v.

ENVOY AIR, INC.; and DOES 1 THROUGH
50, inclusive,

Defendants.

Case No.: **20TRCV00925**

Unlimited Civil

Amount Demanded exceeds \$25,000.00

**INDIVIDUAL AND REPRESENTATIVE
ACTION PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**
[Labor Code § 2698, *et seq.*]

1. Violation of the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699, *et seq.*

STEPHEN CARTWRIGHT, individually and on behalf of all other aggrieved employees of ENVOY AIR, INC., and DOES 1 through 50, inclusive, alleges as follows:

I. INTRODUCTION

1. Plaintiff STEPHEN CARTWRIGHT (“Plaintiff”) brings this representative action pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”) against Defendants ENVOY AIR, INC., and DOES 1 through 50, inclusive (collectively, “Defendants”), for engaging in a pattern of wage and hour violations under the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

2. Plaintiff brings this action on behalf of all non-exempt employees, who were employed by Defendants in the State of California during the applicable relevant time period and suffered at least one wage and hour violation alleged herein (“aggrieved employees”).

3. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiff and other aggrieved employees in California include, but are not limited to:

- a. Failure to pay all minimum and regular wages for all hours worked;
- b. Failure to pay all overtime wages;
- c. Failure to provide timely, uninterrupted off-duty meal periods and associated premium wages
- d. Failure to authorize and permit off-duty paid rest periods and associated premium wages;
- e. Failure to indemnify necessary business expenses;
- f. Failure to maintain accurate records;
- g. Failure to provide accurate itemized wage statements; and
- h. Failure to timely pay all wages due during and upon separation of employment.

4. Plaintiff brings representative action against Defendants on behalf of herself and all other aggrieved employees of Defendants in California seeking only the recovery of civil penalties permitted pursuant to California Labor Code section 2698, *et seq.* that are required to be shared with the LWDA. Plaintiff expressly disclaims the recovery of any individual/victim specific relief or underpaid wages.

5. Plaintiff reserves the right to name additional representatives.

II. PARTIES

A. Plaintiff

6. Plaintiff is a former employee of Defendants, who, at all relevant times, was employed as a Fleet Service Clerk (or colloquially “Ramp Agent”) and worked for Defendants in a non-exempt position in Los Angeles County.

7. Plaintiff is a resident of the State of California and currently resides in Los Angeles County.

8. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the violations committed by Defendants.

9. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees of Defendants in California were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

B. Defendants

10. Defendant ENVOY AIR, INC. is a Delaware company which conducts substantial and regular business throughout the state of California, including Los Angeles County, California. ENVOY AIR, INC. was formerly known as American Eagle Airlines, Inc., but changed its name in 2014.

11. Defendants’ wrongful conduct, as alleged herein, occurred in the County of Los Angeles and in the State of California and, on information and belief, throughout California.

12. Plaintiff is informed and believes, and thereon alleges, that each Defendant, whether named or fictitious, is and, at all relevant times, was authorized to do business and did business in the State of California and was Plaintiff’s and other aggrieved employees’ “employer” or person acting on behalf of the employer as defined in and subject to the California Labor Code and the applicable IWC Wage Order.

13. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious Defendants participated in the acts alleged in this Complaint.

14. Plaintiff and all other aggrieved employees are, and at all relevant times were, non-exempt employees of each Defendants, including DOES 1 through 50, within the meanings set forth in the California Labor Code and applicable IWC Wage Order.

15. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, was the agent, employee or other person acting on behalf of every other Defendant, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of each other Defendant.

16. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, exercised control over Plaintiff's and other similarly situated employees' and aggrieved employees' wages, hours and/or working conditions.

17. Plaintiff is further informed and believes that at all relevant times, each Defendant, whether named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme, business plan or policy, and the acts of each Defendants are legally attributable to the other Defendants.

18. Each Defendant, whether named or fictitious, was the alter ego of each of the other Defendants at all relevant times herein.

19. A unity of interest and ownership between each Defendant, whether named or fictitious, exists such that all Defendants acted as a single employer of Plaintiff and all other aggrieved employees.

III. JURISDICTION AND VENUE

20. This Court has subject-matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages and restitution sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

21. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§ 395(a) and 395.5 because Defendants maintain offices and transact substantial business in Los Angeles County, Defendants employed Plaintiff and other similarly situated employees in Los Angeles County, and the unlawful acts alleged herein that arose in Los Angeles County have a direct effect on Plaintiff and other aggrieved employees within Los Angeles County.

IV. GENERAL ALLEGATIONS

22. Plaintiff STEPHEN CARTWRIGHT is a former employee of Defendants who worked in

1 a non-exempt position as a Ramp Agent at all times during his employment from approximately October
2 2016 to November 2019.

3 23. Throughout Plaintiff's employment, Defendants controlled the hours and conditions of
4 Plaintiff's and other aggrieved employees' work.

5 24. Defendants denied and continue to deny Plaintiff and other aggrieved employees specific
6 rights afforded to them under the California Labor Code and the Industrial Welfare Commission ("IWC")
7 Wage Order 4 ("Applicable Wage Order"). Defendants failed to pay them all minimum, regular, and
8 overtime wages owed, failed to provide them with legally compliant meal and rest breaks or pay them
9 meal and rest break premiums, failed to reimburse them for all business expenses, failed to maintain
10 accurate records and issue accurate itemized wage statements, failed to provide accurate written notice of
11 sick leave, and failed to timely pay all wages, including all wages due upon separation of employment.

12 25. Defendants failed to pay Plaintiff and other aggrieved employees all minimum, regular,
13 and overtime wages owed because it failed to pay them for the time they spent working during on-duty
14 meal periods. Defendants regularly required Plaintiff and other aggrieved employees to work through their
15 unpaid meal periods due to demanding work schedules and lack of adequate staffing to ensure proper
16 coverage. Moreover, Defendant required Plaintiff and other aggrieved employees to monitor their radios
17 and respond to calls at all times. Despite requiring Plaintiff and other aggrieved employees to remain on
18 duty during their unpaid meal breaks, Defendant denied them of all minimum, regular, and overtime wages
19 owed for all of the time that they worked in violation of California law and the Los Angeles Administrative
20 Code, Division 10, Chapter 1, Article 11, section 10.37 et seq. ("LA Living Wage Ordinance").

21 26. Moreover, Defendant failed to pay all overtime wages owed because it failed to properly
22 include all non-discretionary bonuses, premiums, and shift differentials in the regular rate of pay for
23 calculation of overtime pay.

24 27. Thus, Plaintiff and, on information and belief, other aggrieved employees were not
25 compensated minimum, regular, and overtime wages owed and earned because they were not compensated
26 for all hours permitted and suffered to work.

27 28. Defendants did not provide Plaintiff, an on information and belief, other aggrieved
28 employees the opportunity to take compliant 30-minute, off-duty meal periods.

1 29. Although the nature of Plaintiff's work did not require him to take on-duty meal breaks,
2 Defendants' cleaning requirements made it so Plaintiff could not be relieved of all duties.

3 30. Furthermore, although Plaintiff and, on information and belief, other aggrieved employees
4 worked more than five hours in a shift, Plaintiff and, on information and belief, other aggrieved employees
5 did not receive a compliant 30-minute, off-duty meal period.

6 31. Plaintiff and, on information and belief, other aggrieved employees of Defendants have not
7 signed a valid on-duty meal period agreement at any point during their employment with Defendants, nor
8 have they properly waived any of their meal periods.

9 32. Defendants had a pattern and practice of not providing Plaintiff and, on information and
10 belief, other aggrieved employees with legally compliant meal periods, even though Plaintiff and other
11 aggrieved employees worked more than five (5) hours during their workday. As described above, Plaintiff
12 and other aggrieved employees were required to stay on duty through their meal periods.

13 33. Thus, as a result of Defendants' illegal policies, Plaintiff and, on information and belief,
14 other aggrieved employees were denied the opportunity to take legally compliant thirty-minute meal
15 periods, in violation of the applicable Wage Order.

16 34. For the same reasons, Plaintiff and, on information and belief, other aggrieved employees
17 are also not authorized and permitted to take off-duty, 10-minute rest periods for every four hours of work,
18 or major fraction thereof. Due to the demanding work schedule and lack of adequate staffing to ensure
19 proper coverage Plaintiff and other aggrieved employees were required to work through their rest breaks,
20 take untimely rest breaks, or take rest breaks that were less than ten minutes long.

21 35. Moreover, Defendants had a pattern and practice of failing to authorize and permit Plaintiff
22 and, on information and belief, other aggrieved employees to take legally compliant rest periods of at least
23 ten minutes for every four-hour work period, or major fraction thereof, because Defendants required them
24 to remain on duty and respond to calls on their radios at all times during their ten-minute rest periods.
25 Thus, as a result of Defendants' illegal policies, Plaintiff and, on information and belief, other aggrieved
26 employees were not authorized or permitted to take legally compliant rest periods, in violation of the
27 applicable Wage Order.

28 36. Although Plaintiff and, on information and belief, other aggrieved employees did not

1 receive legally compliant meal or rest periods, Defendants did not compensate Plaintiff and, on
2 information and belief, other aggrieved employees an additional hour of pay at their regular rate of pay
3 for the times that Plaintiff and other aggrieved employees were not authorized or permitted to take a
4 compliant and timely meal or rest period, in violation of Labor Code § 226.7.

5 37. Defendants failed to indemnify Plaintiff and, on information and belief, other aggrieved
6 employees for all necessary expenses that were incurred in the discharge of their job duties. For example,
7 Plaintiff and, on information and belief, other aggrieved employees were required to use their personal
8 cell phones to communicate with their supervisors and co-workers to supplement their radios because the
9 radios would sometimes malfunction or not work outside of specific ranges. Plaintiff and, on information
10 and belief, other aggrieved employees did not receive any reimbursement for the use of their personal cell
11 phones, as required by California law.

12 38. As a direct result of Defendants' illegal policies and procedures, Defendants' failed to
13 maintain accurate records reflecting all of Plaintiff's and, on information and belief, other similarly
14 situated employees' time worked and wages paid, in violation of California law.

15 39. As a direct result of Defendants' illegal policies and procedures, it failed to maintain
16 accurate records reflecting all of Claimant's and other aggrieved employees' time worked and wages paid,
17 in violation of California law.

18 40. In addition, the wage statements issued by Defendants do not include the correct amount
19 of gross and net wages earned, total hours worked by the employee, and all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
21 employee as required under Labor Code section 226.

22 41. The wage statements that Defendants issued do not include the correct number of regular
23 and overtime hours and respective hourly rates for Plaintiff and other aggrieved employees when
24 Defendant failed to pay the legal minimum and overtime wages to employees as required by the
25 Applicable Wage Order.

26 42. Further, the wage statements that Defendants issued do not reflect the correct number of
27 sick hours accrued and used.

28 43. On information and belief, the wage statement omissions and inaccuracies are not a result

1 of an isolated and unintentional payroll error due to an inadvertent mistake, but rather a result of knowing
2 and intentional omissions by Defendants. In addition, and as a result of these omissions and inaccuracies,
3 Plaintiff and, on information and belief, other aggrieved employees are not promptly and easily able to
4 determine the correct hours worked and/or determine the accurate wages due and owing without reference
5 to other documents and information.

6 44. As a direct result of the aforementioned Labor Code violations, Defendants have not paid
7 Plaintiff and, on information and belief, other aggrieved employees all wages due and payable during and
8 upon separation of employment, including minimum, regular, and overtime wages for all hours worked,
9 and meal and rest period premium wages, as required pursuant to Labor Code §§ 201, 202, and 204.

10 45. To this date, Defendants have not paid Plaintiff and, on information and belief, other
11 aggrieved employees all wages owed, including all minimum, regular and overtime wages, and meal and
12 rest period premium wages.

13 **V. THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**
14 **REPRESENTATIVE ACTION DESIGNATION**

15 46. Plaintiff re-alleges and incorporates by reference the allegations contained in the
16 paragraphs above, as though fully set forth herein.

17 47. The Causes of Action alleged herein are appropriately suited for a Labor Code Private
18 Attorneys General Act of 2004 (“PAGA”) action because:

19 a) Pursuant to California Labor Code § 2699(a), any provision of the Labor Code that
20 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
21 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees, for a
22 violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought
23 by an aggrieved employee on behalf of himself or herself and all other current or former employees
24 pursuant to the procedures specified in § 2699;

25 b) This action involves allegations of violations of provisions of the California Labor
26 Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any
27 departments, divisions, commissions, boards, agencies or employees;

28 c) Plaintiff is an “aggrieved employee” because he was employed by the alleged

1 violators and had one or more of the alleged violations committed against him;

2 d) On June 10, 2020, Plaintiff satisfied the procedural requirements of § 2699.3 by
3 serving the LWDA electronically and Defendant ENVOY AIR, INC., via Certified Mail with his notice
4 for wage and hour violations and penalties, including the facts and theories to support each violation. A
5 true and correct copy of Plaintiff's notice and proof of service is attached as **Exhibit A**;

6 e) More than 65 days have passed since Plaintiff served notice via Certified Mail to
7 the LWDA and his employer. Therefore, Plaintiff satisfied all the administrative requirements to pursue
8 civil penalties against Defendants pursuant to Labor Code § 2698, *et seq.*;

9 f) Plaintiff filed this action pursuant to Labor Code § 2699(a) and (f), on behalf of
10 himself and all other aggrieved employees of Defendants to recover all applicable civil penalties.

11 g) Defendants were Plaintiff's employer or person(s) acting on behalf of Plaintiff's
12 employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a
13 section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of
14 work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for
15 each underpaid employee, as set forth in Labor Code § 558, at all relevant times; and

16 h) Defendants were Plaintiff's employer or person(s) acting on behalf of Plaintiff's
17 employer either individually or as officers, agents, or employees of another person, within the meaning of
18 California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the
19 minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid
20 employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties
21 imposed pursuant to Labor Code § 203.

22 48. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of himself
23 and all other aggrieved employees of Defendants in California.

24 ///

25 ///

26 ///

27 ///

28 ///

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE

PRIVATE ATTORNEYS GENERAL ACT (PAGA)

(Labor Code section 2698, *et seq.*)

(Alleged by Plaintiff on Behalf of the Aggrieved Employees Against All Defendants)

51. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

52. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

53. This cause of action involves allegations of violations of Labor Code sections 201, 202, 204, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198, and 2802 which, pursuant to Labor Code section 2699.5, provide for civil penalties to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other aggrieved employees pursuant to the procedures specified in Labor Code section 2699.3.

54. Defendants employed Plaintiff during the applicable statutory time period and Plaintiff had one or more of the alleged violations committed against him. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the alleged violator employed him and he had one or more of the alleged violations committed against him. As an aggrieved employee, Plaintiff is properly suited to represent the interests of other current and former aggrieved employees in a PAGA representative action.

55. Plaintiff exhausted his obligation to provide administrative notice and now seeks penalties on behalf of himself and other current and former non-exempt California employees of Defendants.

56. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties, but only those civil penalties that are required to be shared with the LWDA and no individual relief or underpaid wages, on

1 behalf of himself and all other aggrieved employees.

2 57. For every violation of the Labor Code for which a civil penalty is not specifically provided,
3 Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100) for each
4 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation.

6 58. Defendants violated Labor Code sections 223, 1194, 1197, and 1198 by not paying Plaintiff
7 and, on information and belief, other aggrieved employees at least minimum and regular wages for all the
8 time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as
9 alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of
10 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of sections
11 223, 1194, 1197, and 1198, and two hundred dollars (\$200) for each aggrieved employee per pay period
12 for each subsequent violation.

13 59. Defendants violated Labor Code sections 510, 1194, and 1198 by not paying Plaintiff and,
14 on information and belief, other aggrieved employees all overtime wages earned for all the time they were
15 suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. At
16 all relevant times, Plaintiff and, on information and belief, other aggrieved employees were not paid all
17 overtime when they worked in excess of eight hours a workday, forty hours in a workweek, or seven
18 consecutive days in a week. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil
19 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
20 of sections 510, 1194, and 1198, and two hundred dollars (\$200) for each aggrieved employee per pay
21 period for each subsequent violation.

22 60. Defendants violated Labor Code sections 226.7, 512, and 1198 by failing to provide
23 Plaintiff and, on information and belief, aggrieved employees lawfully compliant meal periods and by
24 failing to pay them meal period premium wages for each day a meal period was not provided. Under
25 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for
26 each aggrieved employee per pay period for the initial violation of sections 226.7 and 1198, and two
27 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

28 61. Defendants violated Labor Code sections 226.7 and 1198 by failing to authorize and permit

1 Plaintiff and, on information and belief, aggrieved employees to take duty-free rest periods and by failing
2 to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code
3 section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
4 aggrieved employee per pay period for the initial violation of sections 226.7 and 1198, and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

6 62. Defendants violated Labor Code sections 201, 202, 203, 223, 510, and 1197 by not paying
7 Plaintiff and, on information and belief, aggrieved employees all minimum, regular, and overtime wages
8 owed, and all meal and rest premium wages owed upon termination by the time set forth by law, as alleged
9 herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
10 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of sections
11 201, 202, 203, 223, 510, and 1197, and two hundred dollars (\$200) for each aggrieved employee per pay
12 period for each subsequent violation.

13 63. Defendants violated Labor Code sections 204, 223, 510, and 1197 by not paying Plaintiff
14 and, on information and belief, aggrieved employees all minimum, regular, and overtime wages owed,
15 and all meal and rest premium wages owed during his regular pay periods by the time set forth by law, as
16 alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of
17 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of Labor
18 Code sections 204, 510, and 1197, and two hundred dollars (\$200) for each aggrieved employee per pay
19 period for each subsequent violation.

20 64. Defendants violated section 204 by not paying Plaintiff and, on information and belief,
21 aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest premium
22 wages owed by the time set forth by law, as alleged herein. Thus, under Labor Code section 210(a),
23 Defendants, in addition to, and entirely independent from any other penalty, is subject to a civil penalty
24 of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of
25 section 204, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered
27 on behalf of the Labor Commissioner.

28 65. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiff and, on

1 information and belief, other aggrieved employees of Defendants with necessary expenses that they
2 incurred in the discharge of their duties of employment. Thus, under Labor Code section 2699(f)(2),
3 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial
4 violation of this section, and \$200 for each aggrieved employee per pay period for each subsequent
5 violation.

6 66. Defendants violated Labor Code section 1174 by failing to maintain accurate records of
7 the hours worked by Plaintiff and, on information and belief, other aggrieved employees. Thus, under
8 Labor Code section 1174.5, Defendants are subject to a civil penalty of five hundred dollars (\$500) for
9 each violation.

10 67. Defendants violated Labor Code section 226(a) by failing to furnish employees, with each
11 wage payment, an accurate and itemized wage statement that shows gross wages earned, total hours
12 worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid,
13 the name of the employee and the portion of his or her social security number, the name and address of
14 the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee. Thus, under Labor Code
16 section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
17 aggrieved employee per pay period for the initial violation of Labor Code section 246, and two hundred
18 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

19 68. Defendants also violated Labor Code section 246 by failing to provide Plaintiff and, on
20 information and belief, aggrieved employees with written notice of the amount of paid sick leave available,
21 as alleged herein. Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of
22 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of Labor
23 Code section 246, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation.

25 69. Defendants are and were Plaintiff's and aggrieved employees' employer or other person
26 acting either individually or as an officer, agent, or employee of another person(s), who pays or causes to
27 be paid to any employee a wage less than the minimum fixed by an order of the Commission, and, as such,
28 is subject to civil penalties for each underpaid employee pursuant to Labor Code section 1197.1.

70. Labor Code section 1197.1 imposes upon Defendants for each initial violation of Labor Code section 1197 by paying or causing an employee to be paid less than the minimum wage, a civil penalty of one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. Furthermore, section 1197.1 imposes upon Defendants for each subsequent violation a civil penalty of two hundred and fifty dollars (\$250) for each underpaid employee for each pay period for which the employee was underpaid.

71. Defendants are and were Plaintiff's and other aggrieved employees' employer, or person acting on their behalf, within the meaning of Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code, or any provision regulating hours and days of work in any IWC Wage Order and, as such, is subject to civil penalties for each underpaid employee as set forth in section 558.

72. Pursuant to section 558, Defendants are subject to a civil penalty of fifty dollars (\$50) for an initial violation of Labor Code sections 510 and/or 512, for each aggrieved employee, for each pay period for which the aggrieved employee was not provided with a timely uninterrupted 30-minute meal period and all overtime wages for all hours worked, as alleged herein. Furthermore, Labor Code section 558 imposes upon Defendants for each subsequent violation of Labor Code sections 510 and/or 512 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a timely uninterrupted 30-minute meal period and all overtime wages for all hours worked, as alleged herein.

73. Section 558 also imposes upon Defendants for each initial violation of the Hours and Days of Work section of any IWC Wage Order a civil penalty of fifty dollars (\$50) for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein. Furthermore, section 558 imposes upon Defendants for each subsequent violation of the Hours and Days of Work section of any IWC Wage Order a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein. As set forth in *Thurman v. Bayshore Transit Management*, 203 Cal.App.4th 1112, 1153 (2012), the Hours and Days of Work section of the Wage Orders also covers failure to provide rest periods and Plaintiff may therefore

1 recover civil penalties under section 558 for each such violation.

2 74. Pursuant to Labor Code section 558.1, each Defendant is an employer or other person
3 acting on behalf of an employer, who violates, or causes to be violated, any provision regulating the
4 “Hours and Days of Work” and the “Minimum Wages” sections of the Applicable Wage Order, or who
5 violates, or causes to be violated, sections 203, 226, 226.7, 1194 or 2802 of the Labor Code, and is subject
6 to a civil penalty for each initial and/or subsequent violation. Defendants committed such violations when
7 they failed to pay all minimum, regular, and overtime wages, to provide compliant meal and rest periods
8 or pay meal and rest period premium wages, to provide accurate itemized wage statements, and to timely
9 pay all wages due, as alleged herein.

10 75. Defendants violated Labor Code section 1198 when it failed to comply with the maximum
11 hours of work and the standard conditions of labor fixed by the IWC under the “Hours and Days of Work,”
12 the “Minimum Wages,” the “Records,” the “Meal Periods,” and the “Rest Periods” Sections of the
13 applicable IWC Wage Order, by failing to pay all minimum and overtime wages, failing to provide
14 compliant meal and rest periods, failing to pay meal and rest period premium wages, and failing to keep
15 and provide accurate records, and failing to comply with the LA Living Wage Ordinance as alleged herein.
16 Thus, under Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred
17 dollars (\$100) for each aggrieved employee per pay period for the initial violation of Labor Code section
18 1198 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
19 violation of Labor Code section 1198.

20 76. Pursuant to Labor Code section 2699, for bringing this action, Plaintiff is additionally
21 entitled to attorney’s fees and costs incurred herein.

22 77. Plaintiff seeks to recover civil penalties, but only those civil penalties that are required to
23 be shared with the LWDA and no individual relief or underpaid wages, on behalf of himself and other
24 aggrieved employees for Defendants’ violations of the Labor Code, including but not limited to
25 Defendants’ violations of Labor Code sections 201, 202, 204, 223, 226, 226.7, 226.8, 246, 510, 512, 1174,
26 1194, 1197, 1198, and 2802, pursuant to Labor Code sections 2698–99.5. The exact amount of the
27 applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional
28 limitations of this Court.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS HEREINAFTER
REQUESTED.PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code sections 2699, *et seq.*;
- b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act;
- c. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;
- d. Plaintiff is only seeking such civil penalties that are required to be shared with the LWDA; and
- e. For such other relief as the Court deems just and proper.

Dated: December 11, 2020

GRAHAMHOLLIS APC

By: _____

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
DAVID LIN
Attorneys for Plaintiff

EXHIBIT A

June 10, 2020

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

David Lin
dlin@grahamhollis.com
619.618.1869 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Envoy Air, Inc.
4301 Regent Blvd
Irving, TX 75063

Envoy Air, Inc.
c/o C T Corporation System, Agent for
Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: **Stephen Cartwright's Wage and Hour Claims Against Envoy Air, Inc.**

Dear Labor and Workforce Development Agency and Envoy Air, Inc.:

Please be advised that Stephen Cartwright ("Claimant") has retained our firm to represent him for claims against his former employer Envoy Air, Inc. ("the Company" or "Envoy Air").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also intends to represent all other current and former aggrieved employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment.

Graham S.P. Hollis
Vilmarie Cordero
Nathan Reese
Hali Anderson
David Lin
Erick Dos Santos
Alex Kuner
Monique Rodriguez

FACTUAL BACKGROUND

Envoy Air is a Delaware Corporation doing business in California. Envoy Air hired Claimant in October 2016, as a ramp agent. Claimant typically worked Friday to Tuesday from 3:00 pm until 11:30 pm. His main duties included loading and unloading baggage from various aircrafts, cleaning the aircrafts, and assisting guests with disabilities. Claimant earned \$21.00 per hour. The Company discharged Claimant on November 11, 2019.

The Company denied and continues to deny Claimant and other aggrieved employees in California specific rights afforded to them under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Order 4 (“Applicable Wage Order”). For example, the Company failed to pay them all minimum, regular, and overtime wages owed, failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, failed to provide accurate written notice of sick leave, and failed to timely pay all wages, including all wages due upon separation of employment.

For example, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages. Envoy Air failed to pay Claimant and other aggrieved employees for the minimum, regular, and overtime hours resulting from having to take “on-duty” meals as the firm failed to ensure they were relieved of all duties during meal breaks. The Company regularly required Claimant and other aggrieved employees to work through their unpaid meal periods due to demanding work schedules and lack of adequate staffing to ensure proper coverage. Moreover, the Company required Claimant and other aggrieved employees to monitor their radios and respond to calls at all times. Despite not providing Claimant and aggrieved employees with their legally mandated meal periods, the Company deducted unpaid meal periods from Claimant and other aggrieved employees’ time records in order to avoid paying them for all hours worked. Claimant and other aggrieved employees were not paid any wages whatsoever for the hours they worked during on-duty meal periods. As such, Envoy Air failed to meet its obligations to pay Claimant and other aggrieved employees the minimum, regular, and overtime wages they were owed under the Applicable Wage Order.

As described above, the Company failed to provide Claimant and other aggrieved employees the opportunity to take compliant 30-minute, uninterrupted, off-duty meal periods or 10-minute because it does not relieve them of all duties. Claimant and other aggrieved employees had no relief in their duties, as they needed to work continuously to keep up with their scheduled assignments and were required to monitor their radios and respond to calls at all times. Despite the fact that Claimant and other aggrieved employees did not receive off-duty meal and rest breaks, the Company did not provide premium wages for these missed breaks, as required by law.

The Company also failed to reimburse Claimant and other aggrieved employees for all necessary expenses that were incurred in the discharge of their job duties. For example, Claimant and other aggrieved employees were required to use their personal cell phones to communicate with superiors, co-workers, to supplement their radios usage because the radios would not sometimes malfunction or not work outside of specific ranges. Claimant and other aggrieved employees did not receive reimbursement for these business expenses, as required by California law.

As a direct result of the Company's illegal policies and procedures, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' time worked and wages paid, in violation of California law. In addition, the wage statements issued by the Company do not include the correct amount of gross and net wages earned, total hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee as required under Labor Code section 226. The wage statements did not include the correct number of regular and overtime hours and respective hourly rates for Claimant and other aggrieved employees when the Company failed to pay the legal minimum and overtime wages to employees as non-exempt as required by the Applicable Wage Order. Further, the wage statements do not reflect the correct number of sick hours accrued and used.

As a direct result of the aforementioned Labor Code violations, the Company failed to timely pay Claimant and other aggrieved employees all wages due and payable during and upon separation of employment, including minimum, regular, and overtime wages for all hours worked, and meal and rest period premium wages, as required pursuant to Labor Code sections 201, 202 and 204.

Additionally, the Company failed to provide Claimant his full personnel file with copies of all documents he signed for the purpose of gaining or holding employment upon request as required by Labor Code sections 432 and 1198.5. Claimant made a written request for a copy of his personnel file and all documents he signed in the course of his employment on December 30, 2019 via certified mail. The Company responded on January 23, 2020, but failed to comply completely with Claimant's request because Claimant underwent background and/or credit checks upon hire and throughout his employment, yet the Company has not provided copies of Claimant's background/credit check reports, or any notice and/or consent forms relating to such background/credit checks.

Due to the foregoing Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded them under the Labor Code and the Applicable Wage Order. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code sections 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable Wage Order)

Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1197.1 provides that, "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203..." Section 1198 states, "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 510 states, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the Applicable Wage Order mandate the same requirements.

Labor Code section 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 223 states, “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” Labor Code section 225.5 provides that, “...every person who unlawfully withholds wages due any employee in violation of Section ...223 shall be subject to a civil penalty” of \$100 for each initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As set forth above, the Company deducted time from Claimant and other aggrieved employees’ time records for meal periods which Claimant and other aggrieved employees spent on duty. The Company did not pay any wages for these meal periods and therefore failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages required by law. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

**FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND
AUTHORIZE AND PERMIT REST PERIODS**

(Labor Code sections 226.7, 512, 558, 1198 and the “Meal Periods” and
“Rest Periods” sections of the Applicable Wage Order)

Labor Code section 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code section 512(a) states, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30

minutes” and “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

The “Meal Periods” section of the Applicable Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.” The Applicable Wage Order further states, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Rest Periods” section of the Applicable Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Labor Code section 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

As set forth above, the Company failed to provide Claimant and other aggrieved employees with the opportunity to take uninterrupted, off-duty meal breaks of at least 30-minutes before the start of their sixth hour of work and did not authorize and permit Claimant and other aggrieved employees to take legally compliant rest breaks, as required by California law. Consequently, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day that a compliant meal break was not provided and one-hour of premium wages for each day a compliant rest period was not authorized or permitted. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code sections 2802 and 2804)

Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code section 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

Labor Code section 2804 states, “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

As set forth above, the Company required that Claimant and other aggrieved employees utilize their personal cell phones in the discharge of their duties without providing reimbursement. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code sections 1174, 1174.5, 1198,
and the “Records” section of the Applicable Wage Order)

Labor Code section 1174 states, “[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.”

The “Records” section of the Applicable Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

As set forth above, the Company violated these requirements by failing to accurately record employee hours worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND
ACCURATE WRITTEN NOTICE OF SICK LEAVE**
(Labor Code sections 226, 226.3, 246, 248.5, and 1198)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: “(1) gross wages earned, (2) total hours worked by the employee, ..., (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, ..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney’s fees. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code section 246(i) states that “[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.” Any person enforcing Labor Code section 246 on behalf of the public “shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney’s fees and costs.” Labor Code § 248.5(e).

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code while they worked as non-exempt employees. The wage statements issued did not include the accurate total regular and overtime hours worked, the accurate hourly rates and corresponding number of hours worked at each hourly rate, or the correct amount of gross and net wages earned. The Company also failed to include the correct number of accrued and used sick hours on Claimant’s and aggrieved employees’ wage statements throughout their exempt and non-exempt employment periods. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL WAGES DUE
(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, 1198, and the
“Minimum Wages” section of the Applicable Wage Order)

Labor Code section 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation

and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. The “Minimum Wages” section of the Applicable Wage Order also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in pertinent part, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

As set forth above, the Company violated these Labor Code sections by not paying to Claimant and other aggrieved employees all minimum, regular, and overtime wages within the required time during their employment. As a result of the Company’s failure to comply with the aforementioned Labor Code provisions, the Company owes waiting time penalties. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code sections 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code pt.2, ch.1 (Labor Code §§ 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Labor Code section 558.1(a) states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. Labor Code section 558.1(b).

Similarly, Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any

employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

As set forth above, the Company underpaid Claimant and aggrieved employees and violated the Labor Code and the Applicable Wage Order by failing to pay them all regular, minimum, and overtime wages, and meal and rest break premium wages, as required under Labor Code sections 203, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable sections of the Applicable Wage Order. As a result, the Company is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

FAILURE TO PRODUCE RECORDS
(Labor Code sections 432 and 1198.5)

Labor Code section 432 states, “If an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

Labor Code section 1198.5(a) gives every current and former employee, or his or her representative, the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee. Labor Code section 1198.5(b) provides for access to an employee’s personnel file no later than 30 days from the date the employer receives the request. Under Labor Code section 1198.5(k), if an employer fails to permit a current or former employee to inspect or copy his personnel records within the thirty days provided in the statute, the employee may recover a penalty of \$750 from the employer.

As set forth above, Claimant made a written request to the Company for his entire personnel file and all documents Claimant signed with the Company throughout the course of his employment but has not received any documents relating to the background/credit checks conducted in our for him to secure and maintain his employment. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved current and former employees to the extent allowed by law.

///

///

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 248.5, 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 248.5, 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*, among others, give employees the right to recover in a civil action liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code section 2699, *et seq.*, an aggrieved employee is entitled to 25% of the penalty assessment, which is \$100 for the first violation and \$200 for each subsequent violation, and 100% of the underpaid wages. Accordingly, the Company is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other aggrieved employees.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other aggrieved employee of the Company, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David Lin', is written over a horizontal line.

David Lin

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Amy Bevan](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, June 10, 2020 4:49:20 PM

6/10/2020

LWDA Case No. LWDA-CM-793092-20
Law Firm : GrahamHollis APC
Plaintiff Name : Stephen Cartwright
Employer: Envoy Air, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



June 16, 2020

Dear Reference 34910 00001 CARTWRIGHT ENVOY AEB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5061 0323 18.

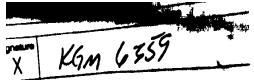
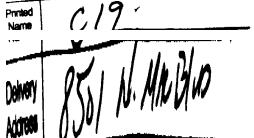
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	June 15, 2020, 1:05 pm
Location:	IRVING, TX 75063
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Envoy Air Inc

Shipment Details

Weight:	3.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004



June 16, 2020

Dear Reference 34910 00001 CARTWRIGHT ENVOY AEB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8108 9876 5061 0323 70.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	June 15, 2020, 9:20 am
Location:	LOS ANGELES, CA 90017
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Agent For Service of Proc for GTs Living

Shipment Details

Weight:	3.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	CS-C15 CS-C19
Address of Recipient:	CS

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

US POSTAGE AND FEES PAID

FIRST-CLASS

Jun 10 2020

Mailed from ZIP 92103

3 oz First-Class Mail Flats Rate



071S00777793

USPS CERTIFIED MAIL



9414 8108 9876 5061 0323 70

Envoy Air, Inc.
Agent For Service of Proc for GTs Living
818 W 7TH ST STE 930
LOS ANGELES CA 90017-3476



Reference	34910-00001 CARTWRIGHT ENVOY AEB
USPS #	9414810898765061032370
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 9:20 am on June 15, 2020 in LOS ANGELES, CA 90017.
USPS History	In Transit to Next Facility, 06/14/2020 In Transit to Next Facility, 06/13/2020 In Transit to Next Facility, 06/12/2020 Arrived at USPS Regional Origin Facility, 06/11/2020, 9:41 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 11, 2020, 8:26 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, June 10, 2020, 2:52 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2020 Certified Mail Envelopes, Inc. All rights reserved.

The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.

Report Design Copyright 2020 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com

Date Verified: 06/16/2020 (UTC)

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8108 9876 5061 0323 18

Envoy Air, Inc.
Envoy Air, Inc.
4301 REGENT BLVD
IRVING TX 75063-2253

US POSTAGE AND FEES PAID

FIRST-CLASS

Jun 10 2020

Mailed from ZIP 92103

3 oz First-Class Mail Flats Rate



071S00777793



Reference	34910-00001 CARTWRIGHT ENVOY AEB
USPS #	9414810898765061032318
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 1:05 pm on June 15, 2020 in IRVING, TX 75063.
USPS History	In Transit to Next Facility, 06/15/2020 Departed USPS Regional Destination Facility, 06/14/2020, 6:03 pm, COPPELL TX DISTRIBUTION CENTER In Transit to Next Facility, 06/14/2020 Arrived at USPS Regional Destination Facility, 06/13/2020, 3:10 pm, COPPELL TX DISTRIBUTION CENTER In Transit to Next Facility, 06/13/2020 In Transit to Next Facility, 06/12/2020 Arrived at USPS Regional Origin Facility, 06/11/2020, 9:41 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 11, 2020, 8:26 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, June 10, 2020, 2:49 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2020 Certified Mail Envelopes, Inc. All rights reserved.

The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.

Report Design Copyright 2020 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com

Date Verified: 06/16/2020 (UTC)