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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DAMONT RICHARDSON, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

PEGASUS AVIATION SERVICES, LLC;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

**Electronically
FILED**
by Superior Court of California, County of San Mateo
ON 3/29/2021
By /s/ Joel Lacey
Deputy Clerk

CASE NO. 21-CIV-00292

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Penalties Pursuant to Labor Code § 203
4. Violation of Business & Professions Code § 17200
5. Penalties Pursuant to Labor Code § 2699, *et seq.*

1 Plaintiff DAMONT RICHARDSON, an individual, on behalf of himself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter
4 “PAGA”), complains of Defendant PEGASUS AVIATION SERVICES, LLC (“Defendant”) and
5 each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, and Labor Code §2699, et seq. on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as an hourly
11 employee by PEGASUS AVIATION SERVICES, LLC, in the State
12 of California since four (4) years prior to the filing of this action to
the present. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
15 Members when they work more than eight (8) hours in a day or forty (40) hours in a week. Plaintiff
16 and the Proposed Class were not properly compensated for overtime because when they were given
17 bonuses such as a “Spot Award”, the bonus pay was not blended into the regular rate of pay for
18 the purpose of calculating the overtime rate. Therefore, Plaintiff and other Proposed Class
19 Members were not properly compensated for overtime at the appropriate rate of pay.

20 3. Further, Defendant maintained a policy wherein it automatically deducted thirty
21 (30) minutes of time for a meal period each day regardless of whether a lawful meal period was
22 actually provided under California law. Defendant failed to provide lawful meals periods and
23 failed to determine whether an employee actually took a meal period, whether that meal period
24 was timely, and whether it lasted a full thirty (30) minutes free from employer control. Therefore,
25 Defendant engaged in a practice of automatically deducting thirty (30) minutes of time worked.
26 This “auto-deduct” practice resulted in Defendant failing to pay Plaintiff and the Proposed Class
27 all wages at the appropriate rate for all hours worked.

28 4. From at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
2 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
3 within the State of California, including Plaintiff, to work at least five (5) hours without a
4 compliant meal period. Defendant has failed to pay such employees one (1) hour of pay at the
5 employees' regular rate of compensation for each workday that the meal period is not provided or
6 provided after five (5) hours, as required by California state wage and hour laws.

7 5. For at least four (4) years prior to the filing of this action continuing to the present,
8 Defendant has had a consistent policy of failing to inform Proposed Class Members of their right
9 to take second meal periods by way of a lawful policy and of requiring all Proposed Class Members
10 to work at least ten (10) hours without a compliant second meal period. Defendant has failed to
11 pay such employees one (1) hour of pay at the employee's regular rate of compensation for each
12 workday that the second meal period is not provided or provided after ten (10) hours, as required
13 by California state wage and hour laws.

14 6. For at least three (3) years prior to the filing of this action continuing to the present,
15 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
16 the Proposed Class.

17 7. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
18 pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199; Wage Order 9-2001;
19 and California Code of Regulations, Title 8, Section 11090, seeking unpaid wages/overtime, meal
20 period penalties, unpaid wages at time of termination, other penalties, injunctive and other
21 equitable relief, and reasonable attorneys' fees and costs.

22 8. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to
23 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
24 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

25 9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
26 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
27 PAGA and continuing to the present, Defendant has violated several Labor Code provisions, as
28 detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all

1 aggrieved employees presently or formerly employed by Defendant during the liability period as
2 defined in their PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to
3 Labor Code §2699, et seq. seeking penalties for Defendant’s failure to pay all wages and/or
4 overtime, failure to provide meal breaks, and failure to pay all wages due upon termination.

5 **II.**

6 **JURISDICTION AND VENUE**

7 10. This Court has subject matter jurisdiction over all causes of action asserted herein
8 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
9 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
10 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
11 State of California or is subject to adjudication in the courts of the State of California.

12 11. This Court has personal jurisdiction over Defendant because Defendant has caused
13 injuries in the County of San Mateo and the State of California through their acts, and by their
14 violation of the California Labor Code, California state common law, and California Business &
15 Professions Code § 17200, *et seq.*

16 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
17 Civil Procedure § 395. Defendant operates within California and does business within San Mateo
18 County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class
19 Members within the State of California and the county of San Mateo.

20 13. This case should be classified as complex according to Rule 3.400 of the California
21 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
22 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
23 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
24 require substantial post judgment judicial supervision.

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III.
PARTIES

A. PLAINTIFF

14. Plaintiff DAMONT RICHARDSON is a resident of California.

15. Plaintiff and all Proposed Class Members, were regularly required to:

a. Work without being paid for all hours at the appropriate rate of pay; and

b. Work without being provided meal periods;

16. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

17. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

18. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANTS

19. Defendant PEGASUS AVIATION SERVICES, LLC is believed to be an Alaska corporation operating within the State of California. Defendant’s corporate address is believed to be 3901 Old International Airport Road, Anchorage, AK 99502. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

20. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein after as DOES when such identities become known.

21. Plaintiff is informed and believes, and based thereon alleges, that each Defendant

1 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
2 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
3 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
4 employer and/or joint employer of Plaintiff and the Proposed Class Members.

5 22. Furthermore, Defendants acted in all respects as the employers or joint employers
6 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
7 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
8 engaged, thereby creating a common law employment relationship, with the Proposed Class.
9 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

10 IV.

11 **FACTUAL BACKGROUND**

12 23. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
13 classified as non-exempt employees by Defendant. Defendant hires employees who work as
14 hourly employees who are paid on an hourly basis.

15 24. Upon information and belief, Plaintiff and the Proposed Class are covered by
16 California Industrial Welfare Commission Occupational Wage Order No. 9-2001 (Title 8 Cal.
17 Code of Regs. § 11090).

18 25. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
19 not properly compensated for overtime at the appropriate rate of pay when they worked over eight
20 (8) hours in one day or forty (40) hours in one week because when they were given bonuses such
21 as the “Spot Award”, Defendant failed to blend the bonus pay into their regular rate of pay for the
22 purpose of calculating the overtime rate.

23 26. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid
24 all wages at the appropriate regular rate of pay. Defendant maintained a policy wherein it
25 automatically deducted thirty (30) minutes of time for a meal period each day regardless of whether
26 a lawful meal period was actually provided under California law. Defendant failed to provide
27 lawful meals periods and failed to determine whether an employee actually took a meal period,
28 whether that meal period was timely, and whether it lasted a full thirty (30) minutes free from

1 employer control. Therefore, Defendant engaged in a practice of automatically deducting thirty
2 (30) minutes of time worked. This “auto-deduct” practice resulted in Defendant failing to pay
3 Plaintiff and the Proposed Class all wages at the appropriate rate for all hours worked.

4 27. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
5 right to take first and second meal periods by way of a lawful policy.

6 28. Plaintiff and all Proposed Class Members have been forced by Defendant to work
7 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
8 and not being compensated one (1) hour of pay at the regular rate of compensation for each
9 workday that a meal period was not provided or provided after five (5) hours, all in violation of
10 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

11 29. Plaintiff and all Proposed Class Members have been forced by Defendant to work
12 over ten (10) hours in one day without being provided a second thirty (30) minute uninterrupted
13 meal break period(s) and not being compensated one (1) hour of pay at the regular rate of
14 compensation for each workday that a second meal period was not provided, all in violation of
15 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

16 30. Defendant willfully failed to pay wages and compensation when Plaintiff and all
17 Proposed Class Members quit or were discharged. This failure was willful, without legal
18 justification, and interfered with Plaintiff’s and Class Members’ rights.

19 31. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

20 **V.**

21 **CLASS ACTION ALLEGATIONS**

22 32. Plaintiff brings this action on behalf of himself and all others similarly situated as
23 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
24 proposed class composed of and defined as follows:

25 All persons who are employed or have been employed as an hourly
26 employee by PEGASUS AVIATION SERVICES, LLC, in the State
27 of California since four (4) years prior to the filing of this action to
the present. (“Proposed Class”)

28 33. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to

1 amend or modify the class description with greater specificity, by division into subclasses, or by
2 limitation to particular issues.

3 34. This action has been brought and may properly be maintained as a class action
4 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
5 community of interest in the litigation and the Proposed Classes are easily ascertainable.

6 **A. NUMEROSITY**

7 35. The potential members of the Proposed Class as defined are so numerous that
8 joinder of all the members of the Proposed Class is impracticable. While the precise number of
9 proposed Class Members has not been determined at this time, Plaintiff is informed and believes
10 that Defendant currently employ, and during the relevant time periods employed over 50 members
11 of the Proposed Class.

12 36. Plaintiff alleges that Defendant's employment records would provide information
13 as to the number and location of all Proposed Class Members. Joinder of all members of the
14 Proposed Class is not practicable.

15 **B. COMMONALITY**

16 37. There are questions of law and fact common to the Proposed Class that predominate
17 over any questions affecting only individual Proposed Class Members. These common questions
18 of law and fact include, without limitation:

19 a. Whether Defendant failed to pay wages and/or overtime compensation at
20 the appropriate rate of pay as required by the Labor Code and Wage Orders under Labor Code §§
21 510, 1194, and 1199;

22 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 9-
23 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
24 of their right to take first and second meal periods and by failing to provide required meal periods
25 throughout the term of employment and failing to compensate said employees one (1) hour of
26 wages in lieu of meal periods;

27 c. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
28 compensation due and owing at the time that any Proposed Class Member's employment with

Defendant terminated;

d. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

e. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

f. Whether Defendant violated Labor Code §2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

38. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

39. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

40. Counsel who represents Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

41. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide meal periods, and failing to pay all wages upon resignation or termination.

42. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this

1 action that would preclude its maintenance as a class action.

2 **VI.**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

5 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

6 **LABOR CODE §§ 510, 1194, AND 1199**

7 43. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
8 by reference all previous paragraphs.

9 44. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
10 employees at the rate of no less than one and one-half times the regular rate of pay for any work
11 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
12 workweek.

13 45. Plaintiff and the Proposed Class were forced to work on a regular and consistent
14 basis without receiving compensation for all hours worked at the proper rate.

15 46. Plaintiff and the Proposed Class were not paid at the proper overtime rate when
16 they worked more than eight (8) hours in one day or forty (40) hours in one week.

17 47. Plaintiff and the Proposed Class were not properly compensated for overtime at the
18 appropriate rate because when they were given bonuses such as the “Spot Award”, the bonus pay
19 was not blended into their regular rate of pay for the purpose of calculating the correct overtime
20 rate.

21 48. By their policy of requiring Plaintiff and members of the Proposed Class to work
22 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
23 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully
24 violated the provisions of Labor Code §§ 510, 1194 and 1199.

25 49. In addition, Defendant maintained a policy wherein it automatically deducted thirty
26 (30) minutes of time for a meal period each day regardless of whether a lawful meal period was
27 actually provided under California law. Defendant failed to provide lawful meals periods and
28 failed to determine whether an employee actually took a meal period, whether that meal period

1 was timely, and whether it lasted a full thirty (30) minutes free from employer control. Therefore,
2 Defendant engaged in a practice of automatically deducting thirty (30) minutes of time worked.
3 This “auto-deduct” practice resulted in Defendant failing to pay Plaintiff and the Proposed Class
4 all wages at the appropriate rate for all hours worked.

5 50. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
6 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
7 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
8 costs.

9 VII.

10 SECOND CAUSE OF ACTION

11 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

12 FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

13 LABOR CODE § 226.7 AND LABOR CODE § 512

14 51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
15 by reference all previous paragraphs.

16 52. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
17 compensation for each meal period the employer fails to provide. Employees are entitled to a first
18 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
19 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
20 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
21 no more than ten (10) hours of work.

22 53. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
23 these rights.

24 54. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
25 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
26 than thirty (30) minutes, free from employer control, within the first five (5) hours of work as
27 required by the Labor Code during the relevant time period.

28 55. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours.

1 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
2 than thirty (30) minutes, free from employer control, within the the first ten (10) hours for shifts
3 over ten (10) hours work as required by the Labor Code during the relevant time period.

4 56. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in
5 an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at
6 trial.

7 **VIII.**

8 **THIRD CAUSE OF ACTION**

9 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

10 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

11 1. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
12 by reference all previous paragraphs.

13 2. Numerous members of the Proposed Class including the Plaintiff are no longer
14 employed by Defendant. They were either fired or quit Defendant's employ.

15 3. Defendant's failure to pay wages, as alleged above was willful in that Defendant
16 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
17 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
18 penalty until paid for a period of up to thirty (30) days from the time they were due.

19 4. Defendant has failed to pay Plaintiff and others a sum certain at the time of
20 termination or within seventy-two (72) hours of their resignation and have failed to pay those sums
21 for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the
22 Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
23 Members' daily wage multiplied by thirty (30) days.

24 **IX.**

25 **FOURTH CAUSE OF ACTION**

26 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

27 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

28 5. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates

1 by reference all previous paragraphs.

2 6. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
3 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
4 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
5 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
6 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
7 interest within the meaning of Code of Civil Procedure § 1021.5.

8 7. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
9 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
10 appropriate equitable relief.

11 8. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
12 practices.

13 9. California’s wage and hour laws express fundamental public policies. Providing
14 employees with proper wages and compensation are fundamental public policies of this State and
15 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
16 vigorously minimum labor standards, to ensure that employees are not required or permitted to
17 work under substandard and unlawful conditions, and to protect law-abiding employers and their
18 employees from competitors who lower their costs by failing to comply with minimum labor
19 standards.

20 10. Defendant has violated statutes and public policies as alleged herein. Through the
21 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
22 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
23 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
24 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
25 guaranteed to all employees under law.

26 11. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
27 violation of § 17200, *et seq.* of the Business & Professions Code.

28 12. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise

of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200, *et seq.* of the Business & Professions Code.

13. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

14. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendant has unlawfully failed to pay.

X.

FIFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

15. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

16. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, *et seq* use of Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199; Wage Order 9-2001; and California Code of Regulations, Title 8, Section 11090, which call for civil penalties.

17. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

18. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

19. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the

1 LWDA¹ and mailed a letter by certified mail to Defendant PEGASUS AVIATION SERVICES,
2 LLC's entity address, which is 3901 Old International Airport Road, Anchorage, AK 99502, as
3 proscribed by the Code on January 21, 2021, describing Defendant's conduct in violation of Labor
4 Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199. (*see* Exhibit "1.") Plaintiff also obtained
5 an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").

6 20. As no letter evidencing the LWDA's intention to investigate was received by
7 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
8 action as though the LWDA had not chosen to investigate pursuant to Labor Code
9 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
10 Amended Class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
14 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
15 action to the present as may be proven;

16 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
17 Members' hourly wage for each meal period missed or taken late from at least four (4) years prior
18 to the filing of this action to the present as may be proven;

19 3. For penalties pursuant to Labor Code § 203 for all employees who were terminated
20 or resigned equal to their daily wage times thirty (30) days;

21 4. An award of prejudgment and post judgment interest;

22 5. An order enjoining Defendant and its agents, servants, and employees, and all
23 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
24 overtime, meal periods, and wages upon termination/resignation pursuant to Labor Code §§ 201,
25 202, 203, 226.7, 510, 512, 1194, 1199, and IWC 9-2001;

26 6. For restitution for unfair competition pursuant to Business & Professions Code

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/266>).

1 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

2 7. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
3 Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and Wage Order 9-2001.

4 8. An award providing for payment of costs of suit;

5 9. An award of attorneys' fees; and

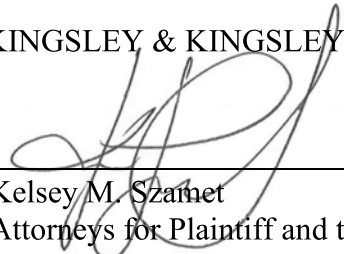
6 10. Such other and further relief as this Court may deem proper and just.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

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10 DATED: March 29, 2021

KINGSLEY & KINGSLEY, APC

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12 By: 

Kelsey M. Szamet

13 Attorneys for Plaintiff and the Proposed Class
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 21, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Pegasus Aviation Services, LLC
3901 Old International Airport Road
Anchorage, AK 99502

Re: Damont Richardson v. Pegasus Aviation Services, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Damont Richardson (“Plaintiff”) and a proposed group of current and former employees working for Pegasus Aviation Services, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by Pegasus Aviation Services, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week because when they were given bonuses such as the “Spot Award”, the bonus pay was not blended into their regular rate of pay for the purpose of calculating the correct overtime rate.

Additionally, Defendant maintained a policy of automatically deducting thirty (30) minutes from each shift that Plaintiff and the aggrieved employees worked. Defendant maintained a policy wherein it automatically deducted thirty (30) minutes of time for a meal period each day regardless of whether a lawful meal period was actually provided under California law. As described below,

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 21, 2021

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Defendant failed to provide lawful meals periods and failed to determine whether an employee actually took a meal period, whether that meal period was timely, and whether it lasted a full thirty (30) minutes free from employer control. Therefore, Defendant engaged in a practice of automatically deducting thirty (30) minutes of time worked. This “auto-deduct” practice resulted in Defendant failing to pay Plaintiff and the Proposed Class all wages at the appropriate rate for all hours worked

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders (9-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods by way of a lawful meal period policy and failed to provide timely meal periods.

Defendant has had a consistent policy of: (1) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five (5) hours of each shift; (2) required Plaintiff and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty (30) minutes in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first five (5) hours of the shift or that a second meal period was not provided.

Labor Code § 203 provides that if “an employer willfully fails to pay...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 therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 21, 2021

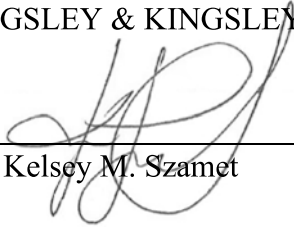
Page 3 of 3

to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Pegasus Aviation Services, LLC via USPS Certified Mail # 7018 1130 0001 5815 4001
 3. Davtyan Law Firm, Inc., 880 E Broadway, Glendale, CA 91205

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd Ste 12

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Damont Richardson

Plaintiff/Aggrieved Employee Occupation *

Aircraft Maintenance Tech

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

PEGASUS AVIATION SERVICES, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

3901 OLD INTERNATIONAL AIRPORT RD

Employer City

ANCHORAGE

Employer State	Employer Zip/Postal Code
Alaska	99502
Employer Industry *	Employer Industry for "Other" *
Other	Aircraft Engine Servicing a

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Visa

Credit Card Number *

4246315244306526

CVV Number *

825

Credit Card Expiration Month *

07

mm

Credit Card Expiration Year *

2022

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter- P...ICES, LLC.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case|

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Service Email
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, January 21, 2021 1:18:45 PM

1/21/2021

LWDA Case No. LWDA-CM-819324-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : Damont Richardson
Employer: PEGASUS AVIATION SERVICES, LLC
Filing Fee : \$75.00
IFP Claimed : No

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

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, January 21, 2021 1:18:48 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-819324-21

Order Number: ORD-000094251

Total:\$75.00

Card Type: Visa

Date: 1/21/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 21, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Pegasus Aviation Services, LLC
3901 Old International Airport Road
Anchorage, AK 99502

Re: Damont Richardson v. Pegasus Aviation Services, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

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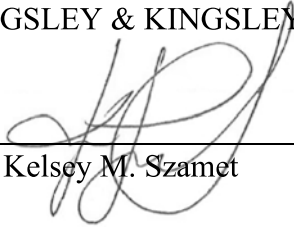
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KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet

KMS/jl

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 2. Pegasus Aviation Services, LLC via USPS Certified Mail # 7018 1130 0001 5815 4001
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