

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Electronically
FILED
4/20/2022
by Superior Court of California, County of San Mateo
ON
By /s/ Vanessa Jimenez
Deputy Clerk

DAVTYAN LAW FIRM, INC.
EMIL DAVTYAN, Esq. (SBN-299363)
emil@davtyanlaw.com
880 E. Broadway
Glendale, CA 91205
Tel: (818) 875-2008, Fax: (818) 722-3974

Attorneys for Plaintiff Damont Richardson and the Proposed Class

MAYALL HURLEY P.C.
JOHN P. BRISCOE (SBN: 273690)
jbriscoe@mayalllaw.com
2453 Grand Canal Boulevard
Stockton, California 95207-8253
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

Attorneys for Plaintiff Raoof Abdul Sayad and the Proposed Class

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

DAMONT RICHARDSON, an individual,
and RAOOF ABDUL SAYAD, an individual,
on behalf of themselves and others similarly
situated,

PLAINTIFF,

v.

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

DEFENDANTS.

CASE NO. 21-CIV-00292

**SECOND 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. Failure to Pay Sick Leave at Correct Rate
4. Penalties Pursuant to Labor Code § 203
5. Failure to Furnish Accurate Wage Statements
6. Failure to Provide Rest Periods
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code § 2699, *et seq.*

1 Plaintiff DAMONT RICHARDSON, an individual, and Plaintiff RAOOF ABDUL
2 SAYAD, an individual, on behalf of themselves,¹ all others similarly situated, and on behalf of
3 the people of the State of California and as “aggrieved employees” under the Labor Code Private
4 Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), complains of Defendant
5 PEGASUS AVIATION SERVICES, LLC (“Defendant”) and 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.
16 Plaintiffs and the Proposed Class were not properly compensated for overtime because when they
17 were given bonuses such as a “Spot Award”, the bonus pay was not blended into the regular rate
18 of pay for the purpose of calculating the overtime rate. Therefore, Plaintiffs and other Proposed
19 Class 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 Plaintiffs and the Proposed Class
27 all wages at the appropriate rate for all hours worked.

28 ¹ Plaintiff Damont Richardson and Plaintiff Raoof Abdul Sayad are collectively referred to as “the Plaintiffs.”

1 4. Furthermore, and from at least four (4) years prior to the filing of this action and
2 continuing to the present, Defendant has maintained a consistent policy of failing provide paid sick
3 days to its California employees, in accordance with the California Labor Code. When paying paid
4 sick days to its California employees, Defendant did so at the employees' base rate of pay,
5 impermissibly failing to account for the value of earned nondiscretionary bonuses, *supra*.

6 5. From at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
8 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
9 within the State of California, including Plaintiff, to work at least five (5) hours without a
10 compliant meal period. Defendant has failed to pay such employees one (1) hour of pay at the
11 employees' regular rate of compensation for each workday that the meal period is not provided or
12 provided after five (5) hours, as required by California state wage and hour laws. To the extent
13 that Defendant did pay premium pay for denied rest and meal periods, they were not paid at the
14 "regular rate of compensation" as Defendant impermissibly failed to account for the value of
15 earned nondiscretionary bonuses, *supra*.

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

23 7. For at least four (4) years prior to the filing of this action continuing to the present,
24 Defendant has had a consistent policy of failing to provide Proposed Class Members with ten-
25 minute rest periods for every work period of four hours. Furthermore, and pursuant to a consistent
26 policy, Defendant failed to pay premium payments for noncompliant rest and meal periods at the
27 appropriate "regular rate of compensation"—instead of incorporating the value of earned
28 nondiscretionary bonuses, Defendant paid rest and meal premiums at employees' base hourly rate

only.

8. For at least one (1) year prior to the filing of this action to the present, Defendant has had a consistent policy of failing to furnish Proposed Class Members with itemized wage statements that accurately showed all information required by Labor Code section 226(a).

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

10. Plaintiffs, on behalf of themselves and all Proposed Class Members, bring this action pursuant to Labor Code §§ 201, 202, 203, 226, 226.7, 233, 246, 510, 512, 1194, and 1199; Wage Order 9-2001; and California Code of Regulations, Title 8, Section 11090, seeking unpaid wages (including overtime and paid sick days), rest and meal period premiums, unpaid wages at time of termination, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

11. Plaintiffs, on behalf of themselves and all Proposed Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

12. For at least one (1) year prior to the date of the respective letters sent to the Labor Workforce and Development Agency ("LWDA") and Defendant, giving notice of the claims pursuant to PAGA and continuing to the present, Defendant has violated several Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in their respective PAGA notice letters (*see* Exhibits 1 and 2), bring this representative action pursuant to Labor Code § 2699, et seq. seeking penalties for Defendant's failure to pay all wages (including paid sick days and overtime), failure to provide rest and meal period breaks or pay premiums at the appropriate regular rate of compensation, failure to furnish accurate itemized wage statements, and failure to pay all wages due upon termination.

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II.

JURISDICTION AND VENUE

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

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

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

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

III.

PARTIES

A. PLAINTIFFS

17. Plaintiffs DAMONT RICHARDSON is a resident of California.

18. Plaintiffs RAOOF ABDUL SAYAD is a resident of California.

19. Plaintiffs and all Proposed Class Members, were regularly required to:

a. Work without being paid for all overtime and doubletime wages at the appropriate rate of pay (as Defendant omitted, from the regular rate of pay, the value of earned

1 nondiscretionary bonuses and/or other items of compensation); and

2 b. Work without being provided rest and meal periods or being paid premiums
3 at the appropriate regular rate of compensation, inclusive of the value of earned nondiscretionary
4 bonuses and/or other items of compensation;

5 c. Take paid sick leave without it being paid at the appropriate regular rate of
6 pay, inclusive of the value of earned nondiscretionary bonuses and/or other items of compensation.

7 20. Defendant willfully failed to compensate Plaintiffs and all Proposed Class
8 Members for wages at the termination of their employment with Defendant.

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

11 22. Plaintiffs and all aggrieved employees as defined in his notice letter to the LWDA
12 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §
13 2699(c).)

14 **B. DEFENDANTS**

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

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

27 25. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant
28 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

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

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

9 IV.

10 **FACTUAL BACKGROUND**

11 27. Plaintiffs and the Proposed Class were, at all times during their respective
12 employment, classified as non-exempt employees by Defendant. Defendant hires employees who
13 work as hourly employees who are paid on an hourly basis.

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

17 29. On a regular and consistent basis, Plaintiffs and the Proposed Class Members were
18 not properly compensated for overtime/doubletime at the appropriate rate of pay when they worked
19 overtime/doubletime because when they were given bonuses such as the “Spot Award”, Defendant
20 failed to blend the bonus pay into their regular rate of pay for the purpose of calculating the
21 overtime/doubletime rate.

22 30. On a regular and consistent basis, Plaintiffs and the Proposed Class were not paid
23 for sick days at the appropriate regular rate of compensation. As with overtime and doubletime,
24 Defendant failed to incorporate the value of earned nondiscretionary bonuses into the regular rate
25 of pay for purposes of calculating paid sick leave. Instead, Defendants paid sick days to its
26 employees at only their base hourly rate. Furthermore, and on a regular and consistent basis,
27 Defendant failed to provide Plaintiff and the Proposed Class with written notice stating the amount
28 of paid sick days accrued and available.

1 31. On a regular and consistent basis, Plaintiffs and the Proposed Class were not paid
2 all wages at the appropriate regular rate of pay. Defendant maintained a policy wherein it
3 automatically deducted thirty (30) minutes of time for a meal period each day regardless of whether
4 a lawful meal period was actually provided under California law. Defendant failed to provide
5 lawful meals periods and failed to determine whether an employee actually took a meal period,
6 whether that meal period was timely, and whether it lasted a full thirty (30) minutes free from
7 employer control. Therefore, Defendant engaged in a practice of automatically deducting thirty
8 (30) minutes of time worked. This “auto-deduct” practice resulted in Defendant failing to pay
9 Plaintiffs and the Proposed Class all wages at the appropriate rate for all hours worked.

10 32. Defendant failed to inform Plaintiffs and the members of the Proposed Class of
11 their right to take first and second meal periods by way of a lawful policy.

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

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

22 35. Plaintiffs and all Proposed Class Members were denied ten-minute rest periods for
23 every work period of four hours.

24 36. On a regular and consistent basis, Defendant failed to pay premiums at the
25 appropriate regular rate of compensation for denied rest and meal periods. As with overtime,
26 doubletime, and paid sick days, *supra*, Defendants omitted the value of earned nondiscretionary
27 bonuses and/or other items of compensation when paying such premiums, resulting in a further
28 underpayment of wages.

37. On a regular and consistent basis, Defendant failed to furnish accurate wage statements. Because of the uniform failure on Defendant's part to provide rest and meal periods and to pay sick leave, overtime, doubletime, and rest/meal premiums at the correct rate, *supra*, the itemized wage statements furnished to Plaintiffs and the Proposed Class failed to accurately show the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9), respectively.

38. Defendant willfully failed to pay wages and compensation when Plaintiffs and all Proposed Class Members quit or were discharged. This failure was willful, without legal justification, and interfered with Plaintiffs' and Class Members' rights.

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

V.

CLASS ACTION ALLEGATIONS

40. Plaintiffs brings this action on behalf of themselves and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seeks to represent a proposed class composed of and defined as follows:

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

41. Plaintiffs reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issues.

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

A. NUMEROSITY

43. The potential members of the Proposed Class as defined are so numerous that

joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant currently employs, and during the relevant time periods employed over 110 members of the Proposed Class.

44. Plaintiffs alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

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

a. Whether Defendant failed to pay wages (namely, overtime, doubletime, paid sick leave, and rest/meal period premiums) at the appropriate rate of pay as required by the Labor Code and Wage Orders under Labor Code §§ 226.7, 233, 246, 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 9-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class of their right to take rest periods as well as first and second meal periods and by failing to provide required rest and meal periods throughout the term of employment and failing to compensate said employees one (1) hour of wages, at the appropriate regular rate of compensation, in lieu of rest and meal periods;

c. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay 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 Plaintiffs 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

1 acts alleged herein.

2 **C. TYPICALITY**

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

7 **D. ADEQUACY OF REPRESENTATION**

8 47. Plaintiffs will fairly and adequately represent and protect the interests of the
9 members of the proposed Class.

10 48. Counsel who represents Plaintiffs and the Proposed Class are competent and
11 experienced in litigating large employment class actions.

12 **E. SUPERIORITY OF CLASS ACTION**

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

20 50. Class action treatment will allow those similarly situated persons to litigate their
21 claims in the manner that is most efficient and economical for the parties and the judicial system.
22 Plaintiffs is unaware of any difficulties that are likely to be encountered in the management of this
23 action that would preclude its maintenance as a class action.

24 **VI.**

25 **FIRST CAUSE OF ACTION**

26 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

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

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

1 51. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
2 by reference all previous paragraphs.

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

7 53. Plaintiffs and the Proposed Class were forced to work on a regular and consistent
8 basis without receiving compensation for all hours worked at the proper rate.

9 54. Plaintiffs and the Proposed Class were not paid at the proper overtime rate when
10 they worked more than eight (8) hours in one day or forty (40) hours in one week.

11 55. Plaintiffs and the Proposed Class were not properly compensated for overtime at
12 the appropriate rate because when they were given bonuses such as the “Spot Award”, the bonus
13 pay was not blended into their regular rate of pay for the purpose of calculating the correct overtime
14 rate.

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

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

27 58. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
28 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and

1 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
2 costs.

3 **VII.**

4 **SECOND CAUSE OF ACTION**

5 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

6 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

7 **LABOR CODE § 226.7 AND LABOR CODE § 512**

8 59. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
9 by reference all previous paragraphs.

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

16 61. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class
17 of these rights.

18 62. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.
19 Defendant failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less
20 than thirty (30) minutes, free from employer control, within the first five (5) hours of work as
21 required by the Labor Code during the relevant time period.

22 63. Plaintiffs and the Proposed Class consistently worked shifts over ten (10) hours.
23 Defendant failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less
24 than thirty (30) minutes, free from employer control, within the first ten (10) hours for shifts over
25 ten (10) hours work as required by the Labor Code during the relevant time period.

26 64. Defendant, to the extent it paid premium pay for denied meal periods, failed to pay
27 such at the appropriate "regular rate of compensation" by ignoring the value of earned Spot
28 Awards, *supra*.

65. Pursuant to Labor Code § 226.7, Plaintiffs and the Class are entitled to damages in an amount equal to one (1) hour of wages at their regular rate of compensation per missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE PAID SICK LEAVE AT CORRECT RATE

66. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

67. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt employees at that employee's "regular rate of pay."

68. The "regular rate of pay" includes all remuneration for employment paid to the employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. § 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.

69. During the relevant time period, Defendants failed to include commissions, non-discretionary bonuses and/or other items of compensation when determining the "regular rate of pay" for Plaintiff and their other non-exempt employees for purposes of sick time pay.

70. According to the California Supreme Court, sick pay is a form of wages. *Murphy v. Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.

71. Labor Code section 233 provides that "any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5."

72. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other members of the Class their sick pay at the rate of pay required by law. Accordingly, Plaintiff did not receive the full amount of paid sick time that they were

entitled to receive by law, and were therefore denied the right to use sick leave within the meaning of Labor Code sections 233(a) and (c).

73. Any employer who violates Labor Code section 233 is liable to employees for the greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys' fees and costs. Labor Code §233(d), (e).

74. Further, Labor Code section 218 authorizes a private right of action to recover unpaid wages.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

75. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

76. Numerous members of the Proposed Class including the Plaintiffs are no longer employed by Defendant. They were either fired or quit Defendant's employ.

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

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

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1 X.

2 **FOURTH CAUSE OF ACTION**

3 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

4 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

5 79. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
6 by reference all previous paragraphs.

7 80. Pursuant to California Labor Code section 226(a) “every employer shall,
8 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
9 either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
10 separately when the wages are paid by personal check or cash, an accurate itemized statement in
11 writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the
12 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
13 piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for
14 which the employee is paid, (7) the name of the employee and only the last four digits of his or
15 her social security number or an employee identification number, (8) the name and address of the
16 legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay
17 period and corresponding number of hours worked at each hourly rate by the employee and, if
18 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked
19 for each temporary services assignment.”

20 81. An employee suffering injury as a result of the knowing and intentional failure by
21 an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all
22 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
23 one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
24 exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
25 costs and reasonable attorney’s fees. Labor Code § 226(e)(1).

26 82. An employee is deemed to suffer injury if the employer fails to provide a wage
27 statement or if the employer fails to provide accurate and complete information as required by
28 any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot

promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv). “Promptly and easily determine” means a reasonable person would be able to readily ascertain the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

83. As set forth above, Defendants intentionally and willfully failed to furnish accurate itemized wage statements which complied with Labor Code section 226.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE REST PERIODS PURSUANT TO LABOR CODE §

226.7

84. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

85. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.

1 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
2 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in
3 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
4 public, and the Proposed Class. Plaintiffs seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure § 1021.5.

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

9 91. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
10 practices.

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

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

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

26 95. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
27 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
28 § 17200, *et seq.* of the Business & Professions Code.

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

97. 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 Plaintiffs and members of the proposed Class the money Defendant has unlawfully failed to pay.

XIII.

EIGHTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

98. Plaintiffs, on behalf of themselves and all aggrieved employees, reallege and incorporate by reference all previous paragraphs.

99. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seeks penalties under Labor Code § 2699, et seq for Defendant's violation of Labor Code §§ 201, 202, 203, 226, 226.7, 233, 246, 510, 512, 1194, and 1199; Wage Order 9-2001; and California Code of Regulations, Title 8, Section 11090, which call for civil penalties.

100. For each such penalty, Plaintiffs 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.

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

102. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs each uploaded notice letters to the LWDA² and mailed the same by certified mail to Defendant PEGASUS AVIATION

² Plaintiffs each electronically filed a PAGA Claim Notice with the LWDA, via the State of

SERVICES, LLC's entity address, which is 3901 Old International Airport Road, Anchorage, AK 99502, as proscribed by the Code on January 21, 2021 and May 18, 2021, respectively, describing the alleged violations of the Labor Code (*see* Exhibits "1" and 2). Plaintiffs also both obtained e-filing confirmation from the LWDA confirming receipt of their respective notices (*see* Exhibits "3" and "4").

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

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

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

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

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

4. For penalties pursuant to Labor Code § 226(e);

5. An award of prejudgment and post judgment interest;

6. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or overtime, meal periods, accurate wage statements, paid sick leave, and other wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199,

California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/266>).

1 and IWC 9-2001;

2 7. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

4 8. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
5 Code §§ 201, 202, 203, 226, 226.7, 233, 246, 510, 512, 1194, 1199, and Wage Order 9-2001.

6 9. An award providing for payment of costs of suit;

7 10. An award of attorneys' fees; and

8 11. Such other and further relief as this Court may deem proper and just.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby demand a trial of his claims by jury to the extent authorized by law.

11
12 DATED: April 20, 2022

KINGSLEY & KINGSLEY, APC

13
14 By: 

Kelsey M. Szamet
Attorneys for Plaintiff Damont Richardson and the
Proposed Class

15
16
17
18 DATED: April 20, 2022

MAYALL HURLEY P.C.

19
20 By: 

JOHN P. BRISCOE
Attorneys for Plaintiff Raoof Abdul Sayad and the
Proposed Class

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

Page 2 of 3

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

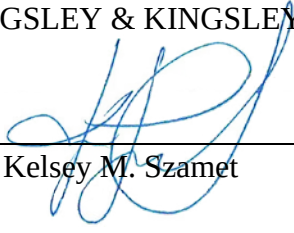
Page 3 of 3

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

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253
FAX (209) 473-4818
TELEPHONE (209) 477-3833

WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

May 18, 2021

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

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

Re: Raoof Abdul Sayad

To whom it may concern:

This firm represents Raoof Abdul Sayad ("Sayad") in connection with his former employment with Pegasus Aviation Services, LLC. In accordance with California Labor Code section 2699.3, this letter shall serve as Sayad's written notice to the Labor and Workforce Development Agency ("LWDA") and Pegasus Aviation Services, LLC regarding the following violations, and facts and theories supporting those violations, on Sayad's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Pegasus Aviation Services, LLC.

Sayad was hired by Pegasus Aviation Services, LLC as an Aircraft Maintenance Technician to work at the Stockton Airport in Stockton, California. At all times relevant herein, Sayad was properly classified and paid as a nonexempt, hourly employee.

Though Sayad worked and earned overtime, Pegasus Aviation Services, LLC failed to pay his accrued overtime at the appropriate rate of pay, resulting in an underpayment of wages. Sayad earned and was paid nondiscretionary bonuses for good performance. For example, during the pay period of June 21 – July 4, 2020, Sayad earned a nondiscretionary bonus in the amount of \$1,200. (**Exhibit A.**) However, and though Sayad worked overtime during this pay period, Pegasus Aviation Services, LLC failed to incorporate the value of this earned nondiscretionary bonus into Sayad's "regular rate of pay" for purposes of calculating and paying overtime wages;

Labor and Workforce Development Agency
Pegasus Aviation Services, LLC
Re: Raoof Abdul Sayad
May 18, 2021
Page 2 of 3

instead, it merely took Sayad's base hourly rate of \$32 and multiplied it by 1.5. (**Exhibit B.**) Accordingly, Pegasus Aviation Services, LLC violated Labor Code section 510.

Pegasus Aviation Services, LLC also failed to provide paid sick days to its California employees, in accordance with the Labor Code. Sayad's wage statements did not show any accrued paid sick days or paid time off, and he was not provided with any separate writing showing such. Thus, Pegasus Aviation Services, LLC violated Labor Code section 246(i). On information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off in accordance with Labor Code section 246. To the extent that it did, and on information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off at the appropriate "regular rate of pay", accounting for the value of earned nondiscretionary bonuses and other items of compensation, in violation of Labor Code sections 233 and 246.

Because Sayad was not paid overtime at the appropriate rate, *supra*, the itemized wage statements issued to him failed to accurately show the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9), respectively.

Additionally, Sayad was denied rest and meal periods to which he was entitled. Sayad was *never* relieved of all duty and authorized and permitted to take an uninterrupted, ten-minute rest period. Further, and while he typically received meal periods, they were not authorized and permitted until Sayad had already worked six hours or more. Sayad was not paid an hour of pay at his regular rate of compensation for every rest and meal period not provided. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 226.7 and 512.

Last, Pegasus Aviation Services, LLC failed to maintain complete and accurate payroll records, as required by the Labor Code. On May 18, 2021, and following request by the undersigned, Pegasus Aviation Services, LLC produced a copy of Sayad's "Employee Earnings Reports"—computerized summaries of Sayad's earnings. (**Exhibit C.**) However, each of these reports fail to show the inclusive dates of the pay period for which Sayad was paid, the address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(6), (8), and (9), respectively. By failing to keep on file either copies of Sayad's wage statements or a computer-generated record, accurately showing all information required by Labor Code section 226, subdivision (a), Pegasus Aviation Services, LLC committed a further violation of section 226(a).

Sayad's employment with Pegasus Aviation Services, LLC ended on or around April 20, 2021. However, at no point has Sayad been paid the full balance of unpaid overtime wages, accrued paid sick time, and premium payments for rest/meal break violations, *supra*. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 201 and 202.

Labor and Workforce Development Agency
Pegasus Aviation Services, LLC
Re: Raoof Abdul Sayad
May 18, 2021
Page 3 of 3

The foregoing violations, and each of them, were committed as against other employees of Pegasus Aviation Services, LLC in California, and within the last year.

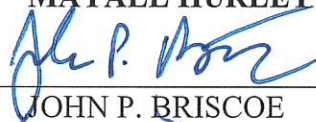
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Sayad intends to file a civil complaint against Pegasus Aviation Services, LLC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

Enclosures
CC: Heather Hearne (email)

Exhibit A

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 11 of 56

Type: Regular

Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009805

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009805

Earnings	Hours	Amount	Year to Date
V - Spot Bonus/Recognition Awa	0.00	1200.00	2400.00
V - Regular	0.00	0.00	35584.00
V - Overtime	0.00	0.00	1080.00
Doubletime	0.00	0.00	256.00
V - Life Group Term Excess	0.00	0.00	8.82

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	0.00	646.10
V - 401(K)	144.00	4719.52
V - Dental Family	0.00	682.78
V Life Group Term - Excess Lif	0.00	8.82
V - Medical Emp + Family	0.00	2762.62
V - Vision Employee + Family	0.00	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	1200.00	11.37	74.40	17.40	0.00	16.71	12.00	144.00	924.12
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	924.12

Earnings	Hours	Hourly Rate	Additional Amount
V - Spot Bonus/Recognition Awa	0.00	32.0000	0.00

Exhibit B

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 13 of 56

Type: Regular

Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009785

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009785

Earnings	Hours	Amount	Year to Date
V - Regular	72.00	2304.00	35584.00
V - Overtime	8.00	384.00	1080.00
V - Life Group Term Excess	0.00	0.63	8.82
V - Spot Bonus/Recognition Awa	0.00	0.00	2400.00
Doubletime	0.00	0.00	256.00

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	46.15	646.10
V - 401(K)	322.64	4719.52
V - Dental Family	48.77	682.78
V Life Group Term - Excess Lif	0.63	8.82
V - Medical Emp + Family	197.33	2762.62
V - Vision Employee + Family	10.76	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	2688.63	119.29	147.91	34.59	0.00	76.82	23.86	626.28	1659.88
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	1659.88

Earnings	Hours	Hourly Rate	Additional Amount
V - Overtime	8.00	48.0000	0.00
V - Regular	72.00	32.0000	0.00

Exhibit C

Pegasus Aviation Services, LLC

Employee Earnings Report

Check Detail

Pay Cycle: PEG1 (From: 02/01/17 To: 05/07/21)

Page 57 of 79
05/09/21
10:25 PM

Home Organization: 208.231.306.02	Paycheck Type: R	Voided: No
Employee Name: SAYAD, RAOOF A	Check Number: 3009785	Ref Check Number:
Employee: AK012225	Check Date: 07/10/20	Ref Check Date:

Hours:	80.00 Medicare Exempt PT:	0.00 SUTA State:	CA
Labor Amount:	2,688.63 Medicare Exempt Ded:	303.01 SUTA Exempt PT:	0.00
Earnings Amount:	2,688.63 Medicare Taxable:	2,385.62 SUTA Exempt Ded:	257.49
Reimbursements:	0.00 Medicare Withholding:	34.59 SUTA Subject Wage:	2,431.14
Gross Pay:	2,688.63 Addtl Medicare Taxable:	0.00 SUTA Excess Wage:	2,431.14
	Addtl Mdcr Withholding:	0.00 SUTA Taxable:	0.00
Federal Exempt PT:	0.00 Medicare Accrued:	34.59 SUTA Accrued:	0.00
Federal Exempt Ded:	625.65		
Federal Taxable:	2,062.98 Soc Sec Exempt PT:	0.00 Deductions:	626.28
Federal Withholding:	119.29 Soc Sec Exempt Ded:	303.01 Contributions:	910.52
	Soc Sec Taxable:	2,385.62	
FUTA Exempt PT:	0.00 Soc Sec Withholding:	147.91 Work Comp Hours:	80.00
FUTA Exempt Ded:	257.49 Soc Sec Accrued:	147.91 Work Comp Labor:	2,688.00
FUTA Subject Wage:	2,431.14	Work Comp Earnings:	2,560.00
FUTA Taxable:	0.00 State Withholding:	76.82	
FUTA Accrued:	0.00 Local Withholding:	23.86 NET PAY:	1,659.88

Pay Type/Wrk Cmp	Code	State	Hours	Labor Amount	Earnings Amount	Ded/Cont	Code	Amount
Pay Type	VLG		0.00	0.63	0.63	Deduction	HSAEF	0.00
Pay Type	VO		8.00	384.00	384.00	Deduction	SPSUR	46.15
Pay Type	VR		72.00	2,304.00	2,304.00	Deduction	V401K	322.64
Workers' Comp	7428	CA	80.00	2,688.00	2,560.00	Deduction	VDEF	48.77
						Deduction	VLGTL	0.63
						Deduction	VMEF	197.33
						Deduction	VVISEF	10.76
						Contribution	HSAEF	250.00
						Contribution	VADD	0.47
						Contribution	VDEF	20.79
						Contribution	VLIFE	1.89
						Contribution	VLTD	5.40
						Contribution	VMEF	622.05
						Contribution	VSTD	9.92

Withholding Type	Code	Exempt Pay Types	Exempt Deductions	Taxable Wages	Withholding	Accrued Expenses
State Tax	CA	0.00	625.65	2,062.98	76.82	
Local Tax	CADI	0.00	303.01	2,385.62	23.86	

EXHIBIT 3



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 *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

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: 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: 

Date: 1/21/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

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

EXHIBIT 4

Lindsay Riley

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, May 18, 2021 2:53 PM
To: John Briscoe
Subject: Thank you for submission of your PAGA Case.

5/18/2021

LWDA Case No. LWDA-CM-832544-21
Law Firm : Mayall Hurley P.C.
Plaintiff Name : Raoof Abdul Sayad
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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7Cjbriscoe%40mayallaw.com%7C086682d99d764370b2ad08d91a474922%7C05d52ced3a0f41ca99a7a9f9e83f079b%7C0%7C0%7C637569715745372836%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQljoiv2luMzliLCJBTiI6Ik1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=Bo4mqTBbv6vz8BUrtbg7H1sU0XIW1Bkm1U1T%2Fr325zl%3D&reserved=0