

1 Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
2 Andrew D. Weaver (SBN 318935)
Philippe M. Gaudard (SBN 331744)
3 Frank A. Perez (SBN 305832)
SCHNEIDER WALLACE COTTRELL KONECKY LLP
4 2000 Powell Street, Suite 1400
Emeryville, California 94608
5 Tel: (415) 421-7100
Fax: (415) 421-7105
6 ccottrell@schneiderwallace.com
oedlestein@schneiderwallace.com
7 aweaver@schneiderwallace.com
pgaudard@schneiderwallace.com
8 fperez@schneiderwallace.com

9 *Attorneys for Plaintiff, on behalf of the State*
10 *of California and Aggrieved Employees*

11
12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

08/31/2021
Clerk of the Court
BY: JACKIE LAPREVOTTE
Deputy Clerk

CGC-21-594937

14 SAMUELU LEALAO, on behalf of the State of
15 California and Aggrieved Employees;

16 *Plaintiff,*

17 v.

18 PRIMEFLIGHT AVIATION SERVICES, INC.;

19 *Defendant.*

Case No.: _____

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Samuelu Lealao (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant PrimeFlight Aviation
5 Services, Inc. (“PrimeFlight” or “Defendant”) on behalf of the State of California to collect statutory
6 penalties for Defendant’s systematic violations of California labor law with respect to Defendant’s
7 non-exempt, hourly workers employed in California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant. Plaintiff and Aggrieved Employees are employed by Defendant as ramp
10 agents, line queue staff, baggage service agents, shuttle drivers, wheelchair attendants, truck drivers,
11 facilities cleaning agents, and other positions with similar job duties throughout California.¹

12 3. Upon information and belief, Defendant PrimeFlight is part of the airport operations
13 industry. PrimeFlight provides air carriers and airports with a wide range of aircraft, passenger, and
14 security services. PrimeFlight is a Delaware corporation with a principal place of business located in
15 Sugar Land, Texas. PrimeFlight employs over 1,100 employees across all its locations and generates
16 over \$122.57 million in sales. PrimeFlight Aviation is registered to do business in the State of
17 California, employs hundreds of its employees in the State of California, and operates extensive
18 operations in the State of California.

19 4. Plaintiff and Aggrieved Employees bring this action to challenge Defendant’s policies
20 and practices of: (1) failing to compensate Plaintiff and Aggrieved Employees for all hours worked;
21 (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing to pay
22 Plaintiff and Aggrieved Employees all overtime wages owed; (4) failing to make available, authorize
23 and/or permit Plaintiff and Aggrieved Employees to take timely and compliant meal and rest periods
24 to which they are entitled by law and failing to make premium payments for those non-compliant
25 meal and rest periods; (5) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
26

27 ¹ Although Plaintiff is a former employee, Aggrieved Employees include current and former
28 employees. For ease of discussion, the allegations herein are made in the present tense.

1 wage statements; and (6) failing to timely pay Plaintiff and Aggrieved Employees full wages earned
2 during employment and upon separation from employment.

3 5. Plaintiff and Aggrieved Employees routinely perform off-the-clock work before the start
4 of their shifts. Defendant maintains a longstanding policy and/or practice of failing to properly
5 compensate Plaintiff and Aggrieved Employees for work-related tasks performed while “off-the-
6 clock,” such tasks include, but are not limited to, waiting in long lines and going through temperature
7 checks before clocking in for the start of their shift.

8 6. In response to the COVID-19 pandemic, Defendant implemented a policy and/or
9 practice of conducting temperature checks on their employees. These temperatures checks are
10 performed while Plaintiff and Aggrieved Employees wait in line to clock in at the start of their shifts.
11 It takes Plaintiff and Aggrieved Employees approximately 10 to 30 minutes to go through the line,
12 undergo temperature checks, and clock in. As a matter of policy, this time spent working while off-
13 the-clock went unrecorded and uncompensated even though it should have been compensated at
14 minimum wage and/or overtime rates under California law, giving rise to minimum wage and
15 overtime violations.

16 7. Upon information and belief, Defendant, across California, institutes a similar policy of
17 not compensating employees for time spent waiting in temperature check lines and undergoing
18 temperature checks prior to clocking in, resulting in hundreds of Aggrieved Employees performing
19 services for the benefit of Defendant while off-the-clock.

20 8. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
21 denied proper payment for all hours worked for the time spent off-the-clock, including minimum
22 wage and/or overtime. Defendant fails to pay for any of this time worked off-the-clock in violation of
23 the California Labor Code.

24 9. Defendant also routinely fails to provide Plaintiff and Aggrieved Employees with
25 timely, legally compliant meal and rest periods, yet Defendant fails to provide Plaintiff and Aggrieved
26 Employees with the requisite premium pay for missed meal and rest periods.

27 10. As a result of the above violations, Defendant fails to maintain true and accurate records
28 of the hours Plaintiff and Aggrieved Employees actually work, and also fail to pay all wages due

1 during employment and upon separation within the required time period.

2 11. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
3 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
4 Private Attorneys General Act ("PAGA").

5 **PARTIES**

6 12. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
7 employed by Defendant. Plaintiff and Aggrieved Employees are employed by Defendant as airport
8 and aircraft workers, including, but not limited to, ramp agents, line queue staff, baggage service
9 agents, shuttle drivers, wheelchair attendants, truck drivers, facilities cleaning agents, and other hourly
10 non-exempt position with similar job duties throughout California.

11 13. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
12 Complaint was a resident of the State of California.

13 14. Defendant PrimeFlight is a Delaware corporation with its principal place of business
14 located in Sugar Land, Texas. PrimeFlight is registered to do business in the State of California, does
15 business in the State of California, and employs workers, including Plaintiff and Aggrieved
16 Employees, in the State of California.

17 15. Plaintiff is informed, believes, and thereon alleges that Defendant provides a wide range
18 of aircraft, passenger, and security services to air carriers and airports throughout California, including
19 in San Francisco County. Plaintiff is informed, believes, and thereon alleges that Defendant employs
20 Aggrieved Employees, throughout California, including in San Francisco County.

21 16. At all relevant times, Defendant has done business under the laws of California, has had
22 places of business in California, including in this judicial district, and has employed Aggrieved
23 Employees in this judicial district. Defendant is a "person" as defined in Labor Code § 18 and
24 Business and Professions Code § 17201. Defendant is also an "employer" as that term is used in the
25 Labor Code and IWC Wage Orders.

26 17. Defendant employs Plaintiff and Aggrieved Employees, because Defendant, directly or
27 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
28 Plaintiff and Aggrieved Employees.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4

5
6
7
8

9

10
11
12
13

14
15
16
17
18

19
20
21
22

23

24

25

26

27

1 25. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
2 are determined by common systems and methods that Defendant selects and controls.

3 26. As a matter of policy and/or practice, Defendant routinely fails to compensate Plaintiff
4 and Aggrieved Employees for all hours worked and spent under the control and supervision of
5 Defendant, *i.e.*, time spent for the benefit of Defendant.

6 27. For instance, Defendant requires Plaintiff and Aggrieved Employees to wait in long
7 lines of approximately 40 to 50 people in order to get their temperatures checked before being
8 permitted to clock in for the start of their shifts. Plaintiff and Aggrieved Employees routinely wait
9 approximately 10 to 30 minutes in these lines—Defendant does not compensate Plaintiff and
10 Aggrieved Employees for this off-the-clock work.

11 28. Plaintiff and Aggrieved Employees routinely work eight hours per day and forty hours
12 per week, or more. Thus, the majority of the off-the-clock time worked should be compensated at
13 overtime rates.

14 29. As a result of these practices, Defendant denies Plaintiff and Aggrieved Employees
15 compensation for all hours worked, including minimum wage and overtime compensation, resulting
16 from Plaintiff's and Aggrieved Employees' additional pre-shift off-the-clock work.

17 30. Plaintiff is informed, believes, and thereon alleges that Defendant's same temperature
18 check protocols are used across all Defendant's locations throughout California.

19 31. Defendant also fails to provide legally compliant meal and rest periods to Plaintiff and
20 Aggrieved Employees. Defendant's policies, practices, and procedures require Plaintiff and
21 Aggrieved Employees to often skip and/or delay their meal and/or rest periods, yet do not provide
22 them with premium payments. Plaintiff and Aggrieved Employees are often denied meal and/or rest
23 periods for two reasons: (i) Defendant does not always authorize, permit, and/or make available timely
24 meal and/or rest periods to Plaintiff and Aggrieved Employees; and (ii) Plaintiff and Aggrieved
25 Employees are often too busy with work during the day to have time to take bona fide meal and/or
26 rest periods.

1 32. Plaintiff and Aggrieved Employees are routinely denied a duty-free, uninterrupted, and
2 timely thirty-minute meal periods by the end of the fifth hour of work. Plaintiff and Aggrieved
3 Employees are required to complete certain tasks before they are permitted to take a meal period. For
4 example, these tasks include, without limitations, loading cargo onto flights and storing freight from
5 multiple flights in warehouses—tasks which often take several hours to complete. As a result, Plaintiff
6 and Aggrieved Employees are either not permitted to take meal periods or forced to take their meal
7 periods after the fifth hour of work (*i.e.*, untimely).

8 33. When Plaintiff and Aggrieved Employees attempt meal breaks, they are routinely
9 untimely, subject to interruptions and/or shortened. For instance, Plaintiff and Aggrieved Employees
10 are often required by managers and/or supervisors to return to work before the end of their meal
11 period. When Plaintiff and Aggrieved Employees leave the premises during meal breaks, managers
12 and/or supervisors frequently call Plaintiff and Aggrieved Employees on their personal cell phones
13 and require that they return to work before the end of their meal period.

14 34. Plaintiff and Aggrieved Employees are regularly denied a duty-free, uninterrupted, and
15 timely ten-minute rest period by the end of the fourth hour of work, and again by the end of the eighth
16 hour of work. As with the missed meal periods, Plaintiff and Aggrieved Employees are routinely
17 instructed by managers and/or supervisors not to take a rest break until certain tasks are completed.

18 35. Defendant instructs Plaintiff and Aggrieved Employees to record a thirty-minute meal
19 period even when Defendant requires Plaintiff and Aggrieved Employees to work during such meal
20 period. In this way, Plaintiff's and Aggrieved Employees' time spent working during meal and rest
21 periods goes unaccounted and uncompensated.

22 36. Despite these recurring violations, Defendant does not provide Plaintiff and Aggrieved
23 Employees premium pay for missed meal and rest periods.

24 37. Defendant instructs Plaintiff and Aggrieved Employees to report untimely, missed or
25 interrupted meal and rest periods to their managers and/or supervisors. However, despite Plaintiff and
26 Aggrieved Employees reporting missed meal and rest periods, Defendant does not correct their time
27 records nor provide requisite premium payments as required by law.
28

1 38. Plaintiff is informed, believes, and thereon alleges that Defendant's same meal and rest
2 period practices are used across all Defendant's locations throughout California.

3 39. Further, in response to the COVID-19 pandemic, Plaintiff and Aggrieved Employees
4 received a \$2.00 COVID-19 emergency copay as part of their regular rate of pay. However, Defendant
5 did not include this copay as part of Plaintiff's and Aggrieved Employees' regular rate of pay when
6 determining their overtime rates and/or the amount of their meal period premiums, in the rare
7 instances where a meal period premium was paid. Instead, Defendant calculated Plaintiff's and
8 Aggrieved Employees' overtime rates based on their regular rate of pay prior to the implementation
9 of the COVID-19 emergency copay. Accordingly, when applied, Defendant failed to pay Plaintiff and
10 Aggrieved Employees full overtime premiums and/or full meal breaks premiums. Plaintiff is
11 informed, believes, and thereon alleges that Defendant's same practices of paying improper premiums
12 rates are used across all Defendant's locations throughout California.

13 40. Defendant's common course of wage-and-hour abuse includes routinely failing to
14 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In
15 particular, Defendant has failed to record hours that Plaintiff and Aggrieved Employees worked off-
16 the-clock.

17 41. Defendant's failure to record all hours worked results in Defendant's failure to provide
18 Plaintiff and Aggrieved Employees with itemized accurate wage statements as required by California
19 law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect all hours worked,
20 including overtime premiums.

21 42. Further, Defendant does not provide Plaintiff and Aggrieved Employees with full
22 payment of all wages owed upon separation from employment. At the time their employment ends,
23 Plaintiff and Aggrieved Employees are owed wages for all time worked, including overtime and
24 premium pay for non-complaint meal and rest periods, whether their termination was voluntary or
25 involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees with such
26 payments within the required time period. As a result, and pursuant to the California Labor Code,
27 Defendant is subject to waiting time penalties.

1 43. Plaintiff is informed, believes, and thereon alleges that Defendant is well aware that its
2 policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for all time
3 worked, including overtime compensation and minimum wages, that Plaintiff and Aggrieved
4 Employees do not receive legally compliant meal and rest periods, and are not provided with premium
5 pay for such non-complaint meal and rest periods. Thus, Defendant's denial of wages, premiums and
6 compliant meal and rest periods to Plaintiff and Aggrieved Employees is and/or was deliberate and
7 willful.

8 44. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
9 has been widespread, repeated, and consistent as to Aggrieved Employees throughout California.

10 45. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil
11 penalties in an amount to be determined at trial.

12 **FIRST CAUSE OF ACTION**
13 **Penalties Pursuant to Labor Code § 2699(a)**
14 **(On Behalf of the State of California and Aggrieved Employees)**

15 46. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 47. Labor Code § 2699(a) provides:

18 Notwithstanding any other provision of law, any provision of this code
19 that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments,
21 divisions, commissions, boards, agencies, or employees, for a violation
22 of this code, may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself or herself and
24 other current or former employees.

25 48. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
26 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
27 or she quits, at the latest.

28 49. Labor Code § 203 provides, in relevant part:

 If an employer willfully fails to pay, without abatement or reduction, in
 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
 employee who is discharged or who quits, the wages of the employees
 shall continue as a penalty from the due date thereof at the same rate
 paid or until an action therefor is commenced; but the wages shall not
 continue for more than 30 days.

1 50. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in
2 an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

3 51. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
4 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees
5 in compliance with Labor Code §§ 201-202 and to pay wages owed at the end of employment to
6 Plaintiff and Aggrieved Employees in compliance with Labor Code § 203

7 52. Labor Code § 226(a) provides:

8 Every employer shall, semimonthly or at the time of each payment of
9 wages, furnish each of his or her employees, either as a detachable part
10 of the check, draft, or voucher paying the employee's wages, or
11 separately when wages are paid by personal check or cash, an accurate
12 itemized statement in writing showing (1) gross wages earned, (2) total
13 hours worked by the employee, except for any employee whose
14 compensation is solely based on a salary and who is exempt from
15 payment of overtime under subdivision (a) of Section 515 or any
16 applicable order of the Industrial Welfare Commission, (3) the number
17 of piece-rate units earned and any applicable piece rate if the employee
is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated
and shown as one item, (5) net wages earned, (6) the inclusive dates of
the period for which the employee is paid, (7) the name of the employee
and his or her social security number, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

18 53. Labor Code § 226.3 provides:

19 Any employer who violates subdivision (a) of Section 226 shall be
20 subject to a civil penalty in the amount of two hundred fifty dollars
21 (\$250) per employee per violation in an initial citation and one thousand
22 dollars (\$1,000) per employee for each violation in a subsequent
23 citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision
(a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

24 54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
25 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
26 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code §
27 226.3. In the alternative, Plaintiff seeks penalties in the amount established by Labor Code § 226(e),
28 as prayed for herein.

55. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699.

57. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the State of California and Aggrieved Employees)

59. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

60. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation

of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

61. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

62. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....”

63. IWC Wage Orders 4-2001(K) and 9-2001(H) define hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

1 64. Labor Code § 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the Wage Orders.

3 65. Labor Code § 510 provides, in relevant part:

4 Eight hours of labor constitutes a day's work. Any work in excess of
5 eight hours in one workday and any work in excess of 40 hours in any
6 one workweek and the first eight hours worked on the seventh day of
7 work in any one workweek shall be compensated at the rate of no less
8 than one and one-half times the regular rate of pay for an employee. Any
9 work in excess of 12 hours in one day shall be compensated at the rate
10 of no less than twice the regular rate of pay for an employee. In addition,
any work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to
combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime
work.

11 66. Labor Code § 1197 provides:

12 The minimum wage for employees fixed by the commission or by any
13 applicable state or local law, is the minimum wage to be paid to
14 employees, and the payment of a lower wage than the minimum so fixed
is unlawful. This section does not change the applicability of local
minimum wage laws to any entity.

15 67. Labor Code § 1194 provides, in relevant part:

16 Notwithstanding any agreement to work for a lesser wage, any
17 employee receiving less than the legal minimum wage or the legal
18 overtime compensation applicable to the employee is entitled to recover
in a civil action the unpaid balance of the full amount of this minimum
wage or overtime compensation, including interest thereon, reasonable
attorney's fees, and costs of suit.

19
20 68. Labor Code §§ 226.7, 512, and IWC Wage Orders 4-2001 and 9-2001 require
21 Defendant to authorize, permit, and/or make available timely and compliant meal and rest periods to
22 its employees. Labor Code §§ 226.7, 512, and IWC Wage Orders 4-2001 and 9-2001 prohibit
23 employers from employing an employee for more than five hours without a meal period of not less
24 than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period
25 and ten-minute rest period, the employee is considered "on duty" and the meal period is counted as
26 time worked under the applicable wage orders.

69. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, IWC Wage Orders 4-2001 and 9-2001, and any other violation alleged herein that does not carry penalties under Labor Code § 2699(a).

70. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1).

72. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

73. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For interest as provided by applicable law;
4. For an award of reasonable attorneys' fees;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: August 31, 2021



Carolyn H. Cottrell
Ori Edelstein
Andrew D. Weaver
Philippe M. Gaudard
Frank A. Perez
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Date: August 31, 2021

Carolyn Cottrell

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*