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

JACQUELINE CORTES, as an aggrieved
employee pursuant to the Private
Attorneys General Act (PAGA),

Plaintiff,

vs.

SIGNATURE FLIGHT SUPPORT, LLC;
and DOES 1 to 20, inclusive,

Defendants

Case No. 21-CIV-04936

COMPLAINT FOR DAMAGES:

**1. Civil Penalties Pursuant to Private
Attorney General Act, Labor Code §
2698 et seq.**

1 Plaintiff JACQUELINE CORTES (“Plaintiff”) hereby files this Complaint against
2 Defendants SIGNATURE FLIGHT SUPPORT, LLC; and DOES 1 to 20, inclusive, (hereinafter
3 collectively referred to as “Defendants”). Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. This is an enforcement action under the Labor Code Private Attorneys General Act of
6 2004 (“PAGA”), California Labor Code section 2698, *et seq.* to recover civil penalties and any
7 other available relief on behalf of Plaintiff, the State of California, and other current and former
8 employees who worked for Defendants in California and who suffered at least one violation of the
9 Labor Code as set forth in this complaint, at any time between June 22, 2020, and judgement.

10 2. Plaintiff JACQUELINE CORTES is an individual over the age of eighteen (18) and is
11 now and/or at all times mentioned in this Complaint was a resident of the State of California.

12 3. Plaintiff was a non-exempt employee of Defendants from approximately December
13 2019 through approximately March 2021.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendant SIGNATURE
15 FLIGHT SUPPORT, LLC is a Delaware Limited Liability Company doing business in California.

16 5. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer
18 or joint venturer of the remaining defendants and was acting within the course and scope of that
19 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
20 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
21 remaining defendants. The true names and capacities of the defendants named herein Does 1
22 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to
23 Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of
24 Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and
25 capacities of Does 1 through 20, inclusive, when they have been determined.

26 6. The San Mateo County Superior Court has jurisdiction in this matter under the
27 California Constitution, Article VI, section 10. The statute under which this action is brought does
28 not specify any other basis for jurisdiction.

1 7. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
2 the wrongful acts and violations of law asserted herein occurred within San Mateo County.

3 8. On June 22, 2021, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act
4 (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The
5 LWDA did not respond to Plaintiff’s PAGA notice within 65 days, thus deputizing Plaintiff to
6 represent herself, other aggrieved employees, and the California Labor Commissioner for the
7 purpose of collecting civil penalties for violations of the California Labor Code committed by
8 Defendants.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 9. Plaintiff worked for Defendants from approximately December 2019 through
11 approximately March 2021 as a non-exempt Customer Service Representative. During her
12 employment, Plaintiff, and other aggrieved employees, were made to suffer numerous violations of
13 the California Labor Code.

14 10. Defendant did not allow Plaintiff and similarly situated employees to take their statutorily
15 required meal and rest periods. Defendants failed to provide Plaintiff and other similarly situated
16 employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required
17 under the law.

18 11. Defendant also failed to provide a second meal period to Plaintiff and similarly situated
19 employees who work ten hours or more in a given shift. Plaintiff and similarly situated employees
20 regularly missed their meal and rest periods and/ or they were provided late. Defendants also failed
21 to provide rest periods to Plaintiff and similarly situated employees for every 4 hours worked or
22 major fraction thereof.

23 12. Defendant’s management staff were aware this was occurring and did not ensure meal
24 and/ or rest periods were provided to Plaintiff and similarly situated employees in compliance with
25 California law. Plaintiff complained to Defendant’s management staff that she was unable to take
26 her rest periods and the management representative told her she had no right to rest periods under the
27 law.
28

1 13. Plaintiff and similarly situated employees often were required to perform off the clock
2 work. Plaintiff and similarly situated employees frequently clocked out for a meal period but had to
3 continue working due to their workload, and they often had to continue working after clocking out at
4 the end of their shift in order to complete all assigned tasks.

5 14. As a result, Defendant did not provide Plaintiff and similarly situated employees legally
6 compliant wage statements noting, among other things, total hours worked, gross wages earned, the
7 applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate.

9 15. Defendant also did not provide Plaintiff and similarly situated aggrieved employees all
10 wages owed upon their termination or within seventy-two (72) hours of their separation from
11 employment.

12 16. Plaintiff is informed and believes that Defendants committed numerous other violations
13 of the California Labor Code, including but not limited to those identified in this letter. Pursuant to
14 *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513
15 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code,
16 whether he experienced them personally or not.

17 17. Upon information and belief, all transactions regarding hiring, terminations, promotions,
18 pay increases, pay rates, wages paid, etc. relating to Defendants' California employees were
19 submitted to and processed by Defendants' HR department in their corporate headquarters.
20 Additionally, on information and belief, Defendants' corporate records, in particular HR and pay
21 records pertaining to Defendants' California employees, are also maintained at Defendants'
22 corporate headquarters.

23 18. Upon information and belief, Defendants maintain a central Payroll department at their
24 corporate headquarters which processes payroll for all Defendants' employees, including Plaintiff
25 and similarly situated, aggrieved employees.

26 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
27 have known that its aggrieved employees were entitled to timely payment of all wages earned upon
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1 termination of employment. In violation of the California Labor Code, Defendants' aggrieved
2 employees did not receive payment of all wages due upon termination.

3 20. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that its California employees were entitled to wage statements that were
5 complaint with the requirements of Labor Code section 226, but purposefully failed to provide
6 compliant wage statements, causing injury to Plaintiff and Defendants' similarly aggrieved
7 employees.

8 21. At all times herein set forth, PAGA provides that any provision of law under the Labor
9 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected
10 by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as
11 an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
12 themselves and other current or former employees pursuant to procedures outlined in California
13 Labor Code section 2699.3.

14 22. PAGA defines an aggrieved employee in Labor Code section 2699(c) as "any person who
15 was employed by the alleged violator and against whom one or more of the alleged violations was
16 committed."

17 23. Plaintiff and other current and former employees of Defendant are aggrieved employees
18 as defined by the Labor Code in that they are all Defendant's current or former employees and one
19 or more of the alleged violations was committed against them.

20
21 **FIRST CAUSE OF ACTION**
22 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

23 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
24 set forth herein.

25 25. Plaintiff brings this cause of action as a proxy for the State of California and in this
26 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of the
27 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
28 violations identified above.

1 26. On or about June 22, 2021, Plaintiff, through counsel, sent written notice to the LWDA
2 regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section
3 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed
4 Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has
5 exhausted her administrative remedies under PAGA and may proceed in this Court.

6 27. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and
7 all aggrieved employees for all violations of the Labor Code from June 22, 2020, through trial on
8 this matter.

9 28. Defendants' conduct, as alleged herein, violated various sections of the California labor
10 Code, including but not limited to, the following:

11 29. Labor Code sections 201–203 require that all wages, including minimum wages and
12 meal and rest period premiums, be paid to employees upon separation and/or termination of
13 employment. Here, for the reasons stated above, Defendant's employees did not receive all final
14 wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as
15 required by Labor Code sections 201–203. This is in violation of the Labor Code.

16 30. Labor Code section 1174(d) requires employers to keep "payroll records showing the
17 hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in
18 accordance with rules established for this purpose by the commission, but in any case shall be kept
19 on file for not less than three years." Defendant did not keep accurate information regarding all
20 hours worked by Plaintiff and similarly situated employees, largely by failing to accurately record all
21 time worked on their time records. This is in violation of the Labor Code.

22 31. Labor Code section 226 requires employers to furnish to employees with "an accurate
23 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
24 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
25 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
26 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
27 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
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1 only the last four digits of his or her social security number or an employee identification number
2 other than a social security number, (8) the name and address of the legal entity that is the employer .
3 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendant
5 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
6 violation of the Labor Code.

7 32. Labor Code sections 510 and 1194 require employers to pay employees overtime for any
8 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
9 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
10 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
11 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
12 hours on the seventh day of work in any one workweek. As stated above, Plaintiff and similarly
13 situated employees worked over eight (8) hours per day and forty (40) hours per week and were not
14 paid all overtime wages. This is in violation of the Labor Code.

15 33. During the period Plaintiff and similarly situated employees were employed by
16 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
17 they worked. *See, e.g.,* IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
18 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
19 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
20 Plaintiff and similarly situated employees were not paid at least the applicable state minimum wage
21 for all hours worked in violation of the Labor Code. This is in violation of the Labor Code.

22 34. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require
23 employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For
24 the reasons stated above, Plaintiff and similarly situated employees were not authorized and
25 permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to
26 pay any meal period premiums for its failure to provide meal periods. This is in violation of the
27 Labor Code.
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1 35. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
2 employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or
3 major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated
4 employees were not authorized and permitted to take legally compliant rest periods pursuant to
5 California law in violation of the Labor Code. Defendant also failed to pay any rest period
6 premiums for their failure to provide rest periods. This is in violation of the Labor Code.

7 36. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal.
8 Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California and all
9 aggrieved employees for all violations of the California Labor Code, whether she experienced them
10 personally or not.

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12 **DAMAGES**

13 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 14 1. For civil penalties under the California Labor Code according to proof allowed by law;
15 2. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
16 fees;
17 3. For injunctive relief;
18 4. For an award of prejudgment and post-judgment interest; and
19 5. For an award to Plaintiff of such other and further relief as the Court deems just and
20 proper.
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22 Dated: September 9, 2021

23 **Castle Law: California Employment Counsel**

24 By: 

25 Timothy B. Del Castillo

26 Kent L. Bradbury

27 Attorneys for Plaintiff JACQUELINE CORTES
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