

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Holly Fujie

Justin Lo (SBN 280102)
Justin@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd., #202
Torrance, CA 90505
Phone: (866) 496-7552
Fax: (424) 355-8535

Attorneys for Plaintiff GREGORY NIGOGHOSIAN, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GREGORY NIGOGHOSIAN, on behalf of
himself and all others aggrieved employees,

Plaintiff,

v.

WESTERN GLOBAL AIRLINES, INC.,
formerly WESTERN GLOBAL AIRLINES
LLC, a Delaware corporation; and DOES 1- 50,
Inclusive,

Defendant,

Case No. **22ST CV 33645**

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL FINES**

1. Civil Penalties under the Private Attorneys General Act (PAGA)

1 Plaintiff, GREGORY NIGOGHOSIAN, as a representative of the State of California and
2 the Labor and Workforce Development Agency (LWDA), and on behalf of Plaintiff and other
3 current and former aggrieved employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
7 civil penalties for Defendant's Labor Code violations.

8 2. Defendant and employer, WESTERN GLOBAL AIRLINES, INC., (formerly
9 WESTERN GLOBAL AIRLINES LLC) (hereinafter, "Defendant"), committed violations of
10 numerous wage and hour laws with respect to Plaintiff and other aggrieved employees such as,
11 for example: misclassification of non-exempt employees as exempt, failure to pay for all hours
12 worked (including regular, minimum and overtime wages), failure to provide failure to provide
13 legally mandated meal and rest periods or compensation in lieu thereof, failure to issue accurate
14 and itemized wages statements, failure to make timely wage payments during employment,
15 failure to reimburse for expenses incurred during the course and scope of employment, and
16 failure to pay all wages owed upon separation of employment.

17 **PARTIES**

18 **The Plaintiff**

19 3. Plaintiff is, and at all times herein mentioned was, a resident of the County of Los
20 Angeles.

21 4. Aggrieved employees are those employees of Defendant, including but not
22 limited to those employees who are employed in both the exempt and non-exempt capacities
23 during the relevant PAGA period. These Aggrieved employees are employed in various
24 positions, including but not limited to the position of "planeside representative", such as Plaintiff,
25 who worked for Defendant during the relevant PAGA period and were subject to the same wage
26 and hour policies as Plaintiff, and therefore, experienced the same or substantially similar Labor
27 Code violations as Plaintiff, in whole or in part. Specifically, aggrieved employees are those (1)
28 who performed non-exempt duties but were misclassified as exempt, such as Plaintiff, (2) who

1 were properly classified as nonexempt and yet suffered wage and hour violations and (3) who
2 were properly classified as exempt yet suffered violations of Labor Code statutes covering
3 exempt employees.

4 **The Defendant**

5 5. Defendant WESTERN GLOBAL AIRLINES, INC., formerly WESTERN
6 GLOBAL AIRLINES LLC, is a Delaware corporation which, at all-time relevant hereto, existing,
7 doing business and employing individuals in the County of Los Angeles, in the State of California.

8 6. The true names and capacities, whether individual, corporate, associate, or
9 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
10 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
11 amend this Complaint to insert the true names and capacities of said Defendants when the same
12 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
13 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
14 therefore liable to Plaintiff as alleged hereinafter.

15 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times
16 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
18 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
19 least in part within the course and scope of said agency, employment, conspiracy, joint
20 employment, alter ego status, and/or joint venture and with the permission and consent of each of
21 the other Defendants.

22 8. Plaintiff is informed and believes, and based thereupon alleges, that
23 Defendants, and each of them, including those Defendants named DOES 1-50, acted in concert
24 with one another to commit the wrongful acts alleged therein, and aided, abetted, incited,
25 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to
26 do so. Plaintiff is further informed and believes, and based thereupon alleges, that the
27 Defendants, and each of them, including those Defendants named as DOES 1-50, formed and
28

1 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
2 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
3 intended to and actually causing Plaintiff harm.

4 9. Whenever and wherever reference is made in this Complaint to any act or
5 failure to act by a defendant or co-defendant, such allegations and references shall also be
6 deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and
7 severally.

8 **JURISDICTION AND VENUE**

9 10. Venue is proper in Los Angeles County, because Defendant maintain its locations
10 and transacts business in this county, the obligations and liability primarily arise in this county,
11 and work was primarily performed by Plaintiff and other aggrieved employees in this county.

12 11. The California Superior Court has jurisdiction over this matter. The individual
13 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
14 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
15 amount required for diversity removal. Further, there is no federal question at issue as the issues
16 herein are based solely on California statutes and law, including, but not limited to, the California
17 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
18 and California Rules of Court.

19 **GENERAL ALLEGATIONS**

20 12. Plaintiff has been employed by Defendant from on or about October 19, 2020, to
21 the present. Defendant misclassified Plaintiff as an exempt “planeside representative” and
22 required him to regularly and frequently work more than 8 hours a day and/or 40 hours per week
23 without lawful compensation. Plaintiff and similarly aggrieved employees were regularly not
24 paid for minimum wages and/or overtime for compensable work time spent under the control of
25 Employer but which was performed in excess of eight hours per day or forty hours per week.

26 13. Defendant classified Plaintiff and similarly aggrieved employees as exempt even
27 though the employees’ assigned duties did not fall within the recognized exemptions under
28

California law (pursuant to Labor Code section 515(a) and/or the applicable Wage Order.) Specifically, Plaintiff and similarly aggrieved employees primarily performed duties which did not require exercise of discretion or independent judgment, which did not involve the management of two or more employees for more than fifty percent of the time and which did not directly involve the management or servicing of Defendant's air cargo transport business. Moreover, the duties of Plaintiff and similarly aggrieved employees did not involve the specialized education, training, or skills which would qualify for a professional exemption.

14. As a result of the misclassification as exempt, Defendant treated Plaintiff and similarly aggrieved employees as ineligible for the wage and hour protections under the Labor Code afforded to nonexempt employees. For example, Defendant failed to record the start and end times of shifts worked by Plaintiff and similarly aggrieved employees, in violation of Labor Code section 1174. Consequently, the hours beyond eight hours per day or forty hours per week which were worked by Plaintiff and similarly misclassified aggrieved employees were not recorded or compensated by Defendant at either the lawful minimum wage or legally mandated overtime rate.

15. Based on information and belief, Plaintiff believes both exempt and non-exempt employees, whether misclassified or not, were also not being reimbursed for all necessary expenses incurred in the performance of their job duties, in violation of Labor Code section 2802. For example, Defendant required Plaintiff and aggrieved employees to use their cellular telephone, home or personal internet connection, and home office space to perform their job duties. Plaintiff and aggrieved employees did not receive any reimbursement for these expenses.

16. In addition to meal and rest period noncompliance which directly resulted from misclassification, Defendant also failed to authorize and permit all required meal and rest periods for aggrieved employees who were correctly classified as non-exempt, because, upon information and belief, Defendant, in order to curtail labor costs, regularly and frequently failed to staff enough employees to provide sufficient coverage in relation to reasonably foreseeable workload and. Defendant prioritized completion of daily duties ahead of meal and rest period

1 compliance, such that aggrieved employees were required to forego, delay or interrupt breaks in
2 favor of completing daily work tasks. Furthermore, Defendant failed to provide Plaintiff and
3 aggrieved employees with an additional hour of premium pay at the regular rate of pay for meal
4 and rest period violations, as required by Labor Code section 226.7.

5 17. As a result of the violations described above, Plaintiff and aggrieved employees
6 experienced collateral violations of the Labor Code. Specifically, Defendant failed to provide
7 Plaintiff and aggrieved employees with accurate itemized wage statements which were
8 compliant with Labor Code section 226 and failed to compensate aggrieved employees for all
9 wages owed at the time employment with Defendant had ended, in violation of Labor Code
10 sections 203-204.

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

17 19. For all provisions of the Labor Code except those for which a civil penalty is
18 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
19 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
20 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
21 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

22 20. Defendant's conduct during the PAGA period with respect to Plaintiff and the
23 aggrieved employees violates numerous Labor Code sections as detailed herein.

24 21. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
25 hour violations under the California Labor Code and IWC Wage Orders.

26 22. At all relevant times herein, Defendant employed Plaintiff and other aggrieved
27 employees, including but not limited to those misclassified as exempt, such as Plaintiff.
28

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and aggrieved, non-exempt employees should have been
3 classified as non-exempt, and were therefore entitled to receive wages for all hours worked,
4 including the applicable minimum, regular, and overtime wages, and that they were not receiving
5 all wages earned for work that was required to be performed. In violation of the Labor Code and
6 IWC Wage Orders, Defendant failed to pay Plaintiff and such aggrieved, non-exempt employees
7 for all hours worked at the legally required rate. Accordingly, Defendant failed to pay Plaintiff
8 and aggrieved, non-exempt employees all earned minimum, regular, and/or overtime
9 compensation.

10 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that Plaintiff and aggrieved, non-exempt employees, including but not
12 limited to those misclassified as exempt, were entitled to receive all required meal periods or
13 payment of one (1) additional hour of pay at Plaintiff and aggrieved, non-exempt employees'
14 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
15 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
16 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to
17 Plaintiff and aggrieved, non-exempt employees for late meal periods. As a result of Defendant's
18 unlawful policy and practice, Plaintiff and aggrieved, non-exempt employees did not receive all
19 meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved, non-
20 exempt employees' regular rate of pay when they did not receive a timely, uninterrupted 30
21 minute off-duty meal period.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that Plaintiff and aggrieved, non-exempt employees, including but not
24 limited to those misclassified as exempt, were entitled to receive all required rest periods or
25 payment of one (1) additional hour of pay at Plaintiff and aggrieved, non-exempt employees'
26 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
27 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
28

1 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff
2 and aggrieved, non-exempt employees for each rest periods was not provided or was interrupted.
3 As a result of Defendant's unlawful policy and practice, Plaintiff and aggrieved, non-exempt
4 employees did not receive all required rest periods or payment of one (1) additional hour of pay
5 at Plaintiff's and aggrieved, non-exempt employees' regular rate of pay when they did not
6 receive a timely, uninterrupted 10 minute off-duty rest period.

7 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
8 or should have known that certain aggrieved, non-exempt employees, whose employment with
9 Defendant had ended, were entitled to timely payment of wages due upon separation of
10 employment. In violation of the Labor Code, certain aggrieved employees did not receive
11 payment of all wages due, within permissible time periods, upon separation of employment.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that Plaintiff and aggrieved, non-exempt employees, including but not
14 limited to those misclassified as exempt, were entitled to receive itemized wage statements that
15 accurately showed their actual hours worked, total hours worked, number of hours worked at
16 each hourly rate, gross and net wages earned, and correct employer information in accordance
17 with California law. In violation of the Labor Code, Plaintiff and aggrieved, non-exempt
18 employees were not provided with accurate itemized wage statements that accurately reported
19 their gross and net wages earned, total hours worked, each applicable rate of pay in effect during
20 the pay period with the corresponding number of hours worked, and the address of the legal
21 entity that is the employer, among other things.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
23 should have known that Defendant was required to maintain accurate records of the hours
24 worked by Plaintiff and aggrieved, non-exempt employees. In violation of the Labor Code,
25 Defendant failed to maintain accurate records of hours worked by Plaintiff and aggrieved
26 employees due to its illegal wage practices, including but not limited to misclassification of non-
27 exempt employees as exempt.
28

1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and aggrieved employees, whether exempt or nonexempt
3 including but not limited to those nonexempt employees misclassified as exempt, were entitled
4 to receive reimbursement for all necessary business expenses incurred within the scope of
5 employment pursuant to Labor Code section 2802. Yet Defendant failed to pay such
6 reimbursement for incurred expenses such as use of personal cellular telephones and other
7 electronic devices, use of personal computing devices such as desktops or laptops, and
8 consumption of personal data or calling plans in the course of performing work for Defendant.
9

10 **FIRST CAUSE OF ACTION**

11 **(Civil Penalties Under the Private Attorneys General Act,**
12 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

13 30. Plaintiff re-alleges and incorporates by reference all the above paragraphs of this
14 complaint as if fully alleged herein.

15 31. By this complaint, Plaintiff brings this case as a representative action seeking
16 penalties for himself, the aggrieved employees, and the State of California in a representative
17 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
18 employee who was employed by Defendant and subject to at least one of the Labor Code
19 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
20 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
21 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and
22 2802.

23 32. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
24 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
25 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
26 not to investigate, or after 65 days have passed without notice from the LWDA.

27 33. Prior to filing this complaint, Plaintiff gave written notice of the specific
28 provisions alleged to have been violated, including the facts and theories to support the alleged

violations, as required by Labor Code section 2699.3, on December 06, 2021. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-856069-21. Subsequently, Plaintiff amended his PAGA notice on February 01, 2022. True and correct copies of Plaintiff's notices to the LWDA and Defendant(s), respectively dated December 06, 2021 and February 01, 2022, are attached hereto as Exhibits A and B.

34. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's December 06, 2021 and February 01, 2022 notices, and more than 65 calendar days have elapsed since the postmark date on the latter notice.

35. California Labor Code §§2698-2699.5, in relevant part provides, "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

36. As an aggrieved employee, Plaintiff brings this civil action to recover civil penalties for Defendant's Labor Code violations.

First Violation

(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)

37. Under California Labor Code §512(a), "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

38. Defendant violated Labor Code § 512 by failing to provide Plaintiff, and other qualifying employees who worked shifts of greater than five hours, meal periods within the first five hours of the shifts worked. Defendant failed to pay Plaintiff one hour's pay at Plaintiff's

regular rate of pay for each day Defendant failed to provide a meal period in compliance with section 512.

Second Violation

(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)

39. Under California Labor Code §226.7(b), “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

40. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

41. Defendant failed to authorize and permit Plaintiff and other non-exempt, aggrieved employees to take rest periods and mandated by the Wage Order.

42. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

43. Defendant failed to pay Plaintiff and other employees who were not provided rest periods one hour of pay at their regular rate of pay.

Third Violation

(Failure to Provide Complete and Accurate Wage Statements, in Violation of Labor Code Section 226)

44. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

45. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant’s Labor Code violations alleged herein, as well as attorney’s fees and costs, under Labor Code § 2699.

1
2 **Fourth Violation**

3 **(Failure to Pay Overtime Wages)**

4 46. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
5 employer is required to compensate employees for all overtime, which is calculated at one and
6 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
7 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
8 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
9 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
10 any workweek.

11 47. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
12 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
13 Labor Code § 2699.

14 **Fifth Violation**

15 **(Failure to Pay Minimum Wages)**

16 48. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
17 payment to an employee of less than the applicable minimum wage for all hours worked in a
18 payroll period is unlawful.

19 49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
20 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
21 Labor Code § 2699.

22 **Sixth Violation**

23 **(Failure to Timely Pay Wages During Employment)**

24 50. Pursuant to California Labor Code § 204, for all labor performed between the 1st
25 and 15th days of any calendar month, an employer is required to pay its employees between the
26 16th and 26th day of the month during which the labor was performed. California Labor Code §
27 204 also provides that for all labor performed between the 16th and 26th days of any calendar
28

1 month, Defendants are required to pay their employees between the 1st and 15th day of the
2 following calendar month. In addition, California Labor Code § 204 provides that all wages
3 earned for labor in excess of the normal work period shall be paid no later than the payday of the
4 next regular payroll period.

5 51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
6 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
7 Labor Code § 2699.

8 **Seventh Violation**

9 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

10 52. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
11 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and
13 unpaid at the time of discharge are due and payable immediately.

14 53. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
15 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
16 Labor Code § 2699.

17 **Eighth Violation**

18 **(Failure to Reimburse Business Expenses)**

19 (Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 68.

20 54. Labor Code section 2802 provides that an employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
23 the employer.

24 55. Defendant failed to indemnify Plaintiff and aggrieved employees for all necessary
25 expenditures or losses incurred by Plaintiff and aggrieved employees in direct consequence of
26 the discharge of their duties. Specifically, Employer imposed upon Plaintiff and aggrieved
27 employees Employer's cost of doing business by requiring Plaintiff and similarly aggrieved
28

employees to use personal cellular telephones and other electronic devices, use of personal computing devices such as desktops or laptops, and consumption of personal data or calling plans in the course of performing work for Defendant, but failed to pay reimbursement for such use and consumption.

56. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

57. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

58. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: October 17, 2022

WORK LAWYERS, PC

By: _____



Justin Lo, Esq.
Attorneys for Plaintiff

EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Lab. Code, § 2699.3)

DATE December 6, 2021

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Labor &
Workforce Development Agency
PAGAFilings@dir.ca.gov

Western Global Airlines, Inc
Agent for Service of Process
Sarah Clemens
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

Western Global Airlines, Inc
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

SUBJECT Gregory Nigoghosian v. Western Global Airlines, Inc.,— NOTICE OF
LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE 2699.3

Dear PAGA Administrator:

This office represents Gregory Nigoghosian (“Complainant”) in connection with claims under the California Labor Code. Complainant is a current employee of Western Global Airlines, Inc., (“Employer”). Pursuant to Labor Code section 2699.3, subdivision (a), we are providing written notice that Employer is in violation of various provisions of the California Labor Code.

Office: (424) 355-8535
E-Mail: justin@caworklawyer.com
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505

Complainant intends to file a complaint against Employer in California Superior Court pursuant to Labor Code section 2699 on behalf of themselves and all aggrieved employees within the one year prior to the filing of the complaint (“aggrieved employees”). Aggrieved employees are both the exempt and non-exempt workers employed by Employer during the relevant PAGA period, holding various positions and who experienced the violations set forth in this notice.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If Employer intends to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3, subdivision (a), the employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, employee will commence a civil action pursuant to Section 2699.

The Employer

Employer and its agents own, operate, or otherwise manage a business known as Festo Corporation. Employer is a business which registered as a corporation in California on September 22, 2005.

Employer may be contacted directly through its agent for service of process at:

Western Global Airlines, Inc
Agent for Service of Process
Sarah Clemens

4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

The business and mailing address listed for Employer with the California Secretary of State is as follows:

Western Global Airlines, Inc
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

Complainant believes and hereon alleges that Employer employs, at a minimum, 25 or more aggrieved employees who are both exempt and non-exempt employees at its California locations at any given time. Specifically, it is believed that at any given time Employer has approximately 25 or more persons employed and working as a Driver within California, with additional employees in other positions within California.

Factual Background

Employer employed Complainant and aggrieved employees in both exempt and non-exempt positions in California. Complainant began working or on about October 19, 2020, to the present.

The position required Complainant to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Complainant and aggrieved employees were regularly not paid for minimum wages and overtime for compensable work time spent under the control of Employer but which was performed off-the-clock, even though such additional work time was in excess of regularly scheduled, eight-hour daily shifts.

Complainant and aggrieved employees were subject to not having all their compensable work time recorded. Not all of Complainant and aggrieved employees compensable work time spent under the control of Employer was accounted for and compensated.

Based on information and belief, Complainant believes both exempt and non-exempt employees were also not being reimbursed for all necessary expenses incurred in the performance of their job duties. Employer required Complainant and aggrieved employees to use their cellular telephone, home or personal internet connection, and home office space to perform their job duties. Complainant and aggrieved employees did not receive any reimbursement for these expenses.

Employer failed to authorize and permit all required meal and rest periods for Complainant and aggrieved employees because, upon information and belief, employer maintained unlawful meal/rest period policies/practices. In order to curtail labor costs, Employer regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Complainant and aggrieved employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Employer prioritized completion of daily duties ahead of meal and rest period compliance. Furthermore, Employer nevertheless automatically deducted a half hour from the daily time worked by Complainant and aggrieved employees for ostensible meal periods despite the fact such breaks not actually taken. Moreover, Employer maintained a policy prohibiting Complainant and aggrieved employees from leaving the worksite during meal periods such that any meal periods actually received by Complainant and aggrieved employees were not “duty-free” as required by statute. Employer failed to provide Complainant and aggrieved employees with an additional hour of premium pay at the regular rate of pay for each rest period violation, as required by Labor Code section 226.7.

As a result of the violations described above, Complainant experienced collateral or derivative violations. Specifically, Defendants failed to provide Complainant and aggrieved employees accurate itemized wage statements in writing in compliance with Labor Code section 226, and failed to compensate Complainant and aggrieved employees for all wages owed at the time employment with Employers had ended.

Legal Violations

At all relevant times, Complainant and aggrieved Employees were both exempt and non-exempt employees working for Employer. At all relevant times, Complainant was an aggrieved employee as defined in Labor Code section 2699, subdivision (c). (Lab. Code, § 2699, subd. (c))

["any person who was employed by the alleged violator who was employed by the alleged violator and against whom one or more of the violations was committed"].)

Complainant and aggrieved Employees' employments resulted in numerous violations of the California Labor Code, including the following:

- Employer failed to keep accurate and complete time records for Complainant and aggrieved employees. (Lab. Code, §§ 1174, 1198, 1199; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Every employer shall keep accurate information with respect to each employee including the following: . . . Time records showing when the employee begins and ends each work period."].)
- Employer failed to pay Complainant and aggrieved employees for all hours worked. (Lab. Code, § 1197; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 [an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage].)
- Employer failed to pay Complainant and aggrieved employees at least minimum wage for all hours worked or overtime rates for overtime work. (Lab. Code, §§ 1194, 1197, 1197.1.)
- Employer failed to pay Complainant and aggrieved employees overtime equal to one and one-half times their regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- Employer failed to pay Complainant and aggrieved employees overtime equal to double their regular hourly rate of pay for each hour worked beyond twelve (12) hours per

workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)

- ☐ Employer failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other aggrieved employees with proper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ☐ Employer failed to properly compensate Complainant and aggrieved employees with an additional hour of premium pay for missed or improper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ☐ Employer failed to maintain a company rest break policy compliant with California law and failed to provide Complainant and other aggrieved employees with proper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employer failed to properly compensate Complainant and aggrieved employees with an additional hour of premium pay for missed or improper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employer failed to properly record Complainant and aggrieved employees' meal periods as required by Labor Code section 1198 and applicable IWC Wage Orders. (Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Meal periods, split shift intervals and total daily hours worked shall also be recorded."].)

- ☐ Employer failed to pay Complainant and aggrieved employees all wages earned by Complainant and Aggrieved Employees on at least semimonthly paydays. (Labor Code, §§ 204, subd. (a), 207.)
- ☐ Employer refused to make and/or falsely denied the amount of payments due to Complainant and aggrieved employees. (Lab. Code, § 216 ; see also Lab. Code, §§ 1174, 1197, 1197.1, 1198, 1199, 2699.)
- ☐ Employer intentionally and willfully failed to provide proper and accurate wage statements to employees Complainant and aggrieved employees. (Lab. Code, §§ 226, subd. (a), 226.3, 226.6.) The deficiencies include, among other things, the failure to correctly identify the total hours worked, the gross wages, and correct hourly rate earned by Complainant and aggrieved employees.
- ☐ Employer failed to provide proper notices regarding employee pay to Complainant and aggrieved employees. (Lab. Code, § 2810.5.)
- ☐ Employer failed to pay employees all earned and unpaid wages when they separated/separate from employment. (Lab. Code, §§ 201, 202, 203, 210.)
- ☐ Employer refused to reimburse Complainant and aggrieved employees for all expenses incurred during the course and scope of their employment. (Lab. Code, § 2802.)

Employer has violated the abovereferenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. Complainant and other aggrieved employees seek to recover those amounts.

Conclusion

Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency (“LWDA”) setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code sections 2699 and 2699.3, subdivision (a), prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner or LWDA elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of himself and all other California-based exempt and non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within **sixty (60) days** of this notice to our office and to that of other charged parties.

If you have any questions, please contact me at the phone number or address below:

Justin Lo
Work Lawyers PC
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505
Tel: (424) 355-8535
Email: justin@caworklawyer.com

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,


JUSTIN LO

EXHIBIT B



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Lab. Code, § 2699.3)

DATE February 1, 2022

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Labor &
Workforce Development Agency
PAGAFilings@dir.ca.gov

Western Global Airlines, Inc.
Agent for Service of Process
Sarah Clemens
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

Western Global Airlines, Inc
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

Western Global Airlines, LLC
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

Western Global Airlines, LLC
Agent for Service of Process
Lee Winter
3300 Firebrush Avenue
Rosamond, CA 93550

SUBJECT Gregory Nigoghosian v. Western Global Airlines, LLC - NOTICE OF
LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE 2699.3

Dear PAGA Administrator:

This office represents Gregory Nigoghosian (“Complainant”) in connection with claims under the California Labor Code. Complainant is a current employee of Western Global Airlines, Inc. (formerly Western Global Airlines, LLC) (“Employer”). Pursuant to Labor Code section

Office: (424) 355-8535
E-Mail: justin@caworklawyer.com
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505

2699.3, subdivision (a), we are providing written notice that Employer is in violation of various provisions of the California Labor Code.

Complainant intends to file a complaint against Employer in California Superior Court pursuant to Labor Code section 2699 on behalf of themselves and all aggrieved employees within the one year prior to the filing of the complaint (“aggrieved employees”). Aggrieved employees are workers employed by Employer in both the exempt and non-exempt capacities during the relevant PAGA period, holding various positions and who experienced the violations, in whole or in part, set forth in this notice.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If Employer intends to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3, subdivision (a), the employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, employee will commence a civil action pursuant to Section 2699.

The Employer

Employer and its agents own, operate, or otherwise manage a business known as Western Global Airlines, Inc. (formerly Western Global Airlines, LLC). Employer is an air cargo transportation business which registered as a Delaware corporation in California on September 22,

2005. Employer's predecessor entity, Western Global Airlines LLC, first registered in California on September 16, 2014, and was canceled on August 16, 2021.

Employers may be contacted directly through its agent for service of process at:

Western Global Airlines, Inc.
Agent for Service of Process
Sarah Clemens
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

Western Global Airlines, LLC
Agent for Service of Process
Lee Winter
3300 Firebrush Avenue
Rosamond, CA 93550

The business and mailing address listed for Employer with the California Secretary of State is as follows:

Western Global Airlines, Inc.
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

Western Global Airlines, LLC
Human Resources/Legal Dept.
9260 Estero Park Commons Blvd #200
Estero, FL 33928

Complainant believes and hereon alleges that Employer employs, at a minimum, 25 or more aggrieved employees who are both exempt and non-exempt employees at its California locations at any given time. Specifically, it is believed that at any given time Employer has

approximately 25 or more persons employed and working as a air cargo employee within California, with additional employees in other positions within California.

Factual Background

Employer employed Complainant and aggrieved employees in both exempt and non-exempt positions in California. Complainant began working on or about October 19, 2020, to the present. Specifically, aggrieved employees are those (1) who performed non-exempt duties but were misclassified as exempt, such as Complainant, (2) who were properly classified as nonexempt and yet suffered wage and hour violations and (3) who were properly classified as exempt yet suffered violations of Labor Code statutes covering exempt employees.

Employer misclassified Complainant as an exempt “planeside representative” and required him to regularly and frequently work more than 8 hours a day and/or 40 hours per week without lawful compensation. Complainant and similarly aggrieved employees were regularly not paid for minimum wages and/or overtime for compensable work time spent under the control of Employer but which was performed in excess of eight hours per day or forty hours per week.

Employer classified Complainant and similarly aggrieved employees as exempt even though the employees’ assigned duties did not fall within the recognized exemptions under California law (pursuant to Labor Code section 515(a) and/or the applicable Wage Order.) Specifically, Complainant and similarly aggrieved employees primarily performed duties which did not require exercise of discretion or independent judgment, which did not involve the management of two or more employees for more than fifty percent of the time and which did not directly involve the management or servicing of Employer’s air cargo transport business. Moreover, the duties of Complainant and similarly aggrieved employees did not involve the specialized education, training, or skills which would qualify for a professional exemption.

As a result of the misclassification as exempt, Employer treated Complainant and similarly aggrieved employees as ineligible for the wage and hour protections under the Labor Code afforded to nonexempt employees. For example, Employer failed to record the start and end times of shifts worked by Complainant and similarly aggrieved employees, in violation of Labor Code section 1174. Consequently, the hours beyond eight hours per day or forty hours per week which were worked by Complainant and similarly misclassified aggrieved employees were not

recorded, or compensated by Employer at either the lawful minimum wage or legally mandated overtime rate.

Based on information and belief, Complainant believes both exempt and non-exempt employees, whether misclassified or not, were also not being reimbursed for all necessary expenses incurred in the performance of their job duties, in violation of Labor Code section 2802. For example, Employer required Complainant and aggrieved employees to use their cellular telephone, home or personal internet connection, and home office space to perform their job duties. Complainant and aggrieved employees did not receive any reimbursement for these expenses.

In addition to meal and rest period noncompliance which directly resulted from misclassification, Employer also failed to authorize and permit all required meal and rest periods for aggrieved employees who were correctly classified as non-exempt, because, upon information and belief, Employer, in order to curtail labor costs, regularly and frequently failed to staff enough employees to provide sufficient coverage in relation to reasonably foreseeable workload and. Employer prioritized completion of daily duties ahead of meal and rest period compliance, such that aggrieved employees were required to forego, delay or interrupt breaks in favor of completing daily work tasks. Furthermore, Employer failed to provide Complainant and aggrieved employees with an additional hour of premium pay at the regular rate of pay for meal and rest period violations, as required by Labor Code section 226.7.

As a result of the violations described above, Complainant experienced collateral or derivative violations. Specifically, Defendants failed to provide Complainant and aggrieved employees accurate itemized wage statements in writing in compliance with Labor Code section 226, and failed to compensate Complainant and aggrieved employees for all wages owed at the time employment with Employers had ended.

Legal Violations

At all relevant times, Complainant and aggrieved Employees were both exempt and non-exempt employees working for Employer. At all relevant times, Complainant was an aggrieved employee as defined in Labor Code section 2699, subdivision (c). (Lab. Code, § 2699, subd. (c) [“any person who was employed by the alleged violator who was employed by the alleged violator and against whom one or more of the violations was committed”].)

Complainant and aggrieved Employees' employments resulted in numerous violations of the California Labor Code, including the following:

- ▶ Employer failed to keep accurate and complete time records for Complainant and aggrieved employees. (Lab. Code, §§ 1174, 1198, 1199; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Every employer shall keep accurate information with respect to each employee including the following: . . . Time records showing when the employee begins and ends each work period."].)
- ▶ Employer failed to pay Complainant and aggrieved employees for all hours worked. (Lab. Code, § 1197; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 [an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage].)
- ▶ Employer failed to pay Complainant and aggrieved employees at least minimum wage for all hours worked or overtime rates for overtime work. (Lab. Code, §§ 1194, 1197, 1197.1.)
- ▶ Employer failed to pay Complainant and aggrieved employees overtime equal to one and one-half times their regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ▶ Employer failed to pay Complainant and aggrieved employees overtime equal to double their regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)

- ▶ Employer failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other aggrieved employees with proper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ▶ Employer failed to properly compensate Complainant and aggrieved employees with an additional hour of premium pay for missed or improper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ▶ Employer failed to maintain a company rest break policy compliant with California law and failed to provide Complainant and other aggrieved employees with proper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ▶ Employer failed to properly compensate Complainant and aggrieved employees with an additional hour of premium pay for missed or improper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ▶ Employer failed to properly record Complainant and aggrieved employees' meal periods as required by Labor Code section 1198 and applicable IWC Wage Orders. (Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) ["Meal periods, split shift intervals and total daily hours worked shall also be recorded."].)
- ▶ Employer failed to pay Complainant and aggrieved employees all wages earned by Complainant and Aggrieved Employees on at least semimonthly paydays. (Labor Code, §§ 204, subd. (a), 207.)
- ▶ Employer refused to make and/or falsely denied the amount of payments due to Complainant and aggrieved employees. (Lab. Code, § 216; see also Lab. Code, §§ 1174, 1197, 1197.1, 1198, 1199, 2699.)

- ▶ Employer intentionally and willfully failed to provide proper and accurate wage statements to employees Complainant and aggrieved employees. (Lab. Code, §§ 226, subd. (a), 226.3, 226.6.) The deficiencies include, among other things, the failure to correctly identify the total hours worked, the gross wages, and correct hourly rate earned by Complainant and aggrieved employees.
- ▶ Employer failed to provide proper notices regarding employee pay to Complainant and aggrieved employees. (Lab. Code, § 2810.5.)
- ▶ Employer failed to pay employees all earned and unpaid wages when they separated/separate from employment. (Lab. Code, §§ 201, 202, 203, 210.)
- ▶ Employer refused to reimburse Complainant and aggrieved employees for all expenses incurred during the course and scope of their employment. (Lab. Code, § 2802.)

Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. Complainant and other aggrieved employees seek to recover those amounts.

Conclusion

Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency ("LWDA") setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code sections 2699 and 2699.3, subdivision (a), prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these

claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner or LWDA elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of himself and all other California-based exempt and non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within **sixty (60) days** of this notice to our office and to that of other charged parties.

If you have any questions, please contact me at the phone number or address below:

Justin Lo
Work Lawyers PC
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505
Tel: (424) 355-8535
Email: justin@caworklawyer.com

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,


JUSTIN LO