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Attorneys for Plaintiff, MICHAEL ESPINOSA,
as an aggrieved employee, and on behalf of all other
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

MICHAEL ESPINOSA, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

THE SONOMA COUNTY AIRPORT
EXPRESS, INC., a California Corporation,
doing business as GROOME
TRANSPORTATION; and DOES 1 through
100, inclusive

Defendants.

CASE NO.: 25CV05451

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff MICHAEL ESPINOSA, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against THE
7 SONOMA COUNTY AIRPORT EXPRESS, INC., a California Corporation, doing business as
8 GROOME TRANSPORTATION, and any of its respective subsidiaries or affiliated companies
9 within the State of California ("SONOMA COUNTY AIRPORT EXPRESS"), as a proxy of the
10 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
11 Plaintiff and all other current and former non-exempt employees of Defendants working within the
12 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
13 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
14 comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3,
15 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5,
16 Plaintiff seeks to represent all employees of SONOMA COUNTY AIRPORT EXPRESS, and each
17 of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter,
18 collectively, "Defendants") working within three years preceding the date of filing Notice with the
19 LWDA and continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period").
20 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of
21 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
22 as "Aggrieved Employees" herein.

23 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
24 of Civil Procedure section 410.10.

25 3. Venue is proper in Sonoma County, California pursuant to Code of Civil Procedure
26 sections 392, *et seq.* because, among other things, Sonoma County is where the causes of action
27 complained of herein arose; the county in which the employment relationship began; the county in
28 which performance of the employment contract, or part of it, between Plaintiff and Defendants was

1 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
2 and Defendants was actually performed; and the county in which Defendants, or some of them,
3 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
4 Employees in Sonoma County, and because Defendants employ Aggrieved Employees in Sonoma
5 County.

6 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
7 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
8 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
9 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
10 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
11 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
12 Penalty Period.

13 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
15 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
16 PAGA allegations described herein is not required.

17 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
18 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 232,
19 232.5, 233, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5,
20 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5, 2699,
21 among others, California Code of Regulations, Title 8, Sections 1527, 3366, Business and
22 Professions Code sections 16600, and 17200, Government Code section 12952, as well as applicable
23 Wage Orders.

24 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
25 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
26 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
27 specified in Labor Code section 2699.3.

28 8. On or around January 27, 2025, Plaintiff provided written notice pursuant to Labor

1 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
2 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
3 as well as by certified mail, with return receipt requested to Defendants, and each of them.

4 9. On or around April 2, 2025, Plaintiff provided amended written notice pursuant to
5 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
6 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
7 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
8 them.

9 10. To the extent Defendants, or either of them, previously used the notice and cure
10 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
11 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
12 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
13 conference process pursuant to section 2699.3(f).

14 11. In the event that Defendants, or either of them, is/are determined to have satisfied
15 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
16 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
17 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

18 12. In the event that Defendants, or either of them, is/are determined to have, prior to
19 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
20 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
21 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
22 2699(g)(1)-(3).

23 13. In the event that Defendants, or either of them is/are deemed to have adequately taken
24 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
25 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
26 Code section 2699(h)(1)-(3).

27 14. Plaintiff is further informed and believes that within five (5) years of any of
28 violations described above, the LWDA or a court has issued a finding or determination to the

1 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
2 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
3 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
4 was/were found to have unlawfully committed some or all of the above-related Labor Code
5 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
7 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
8 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
9 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
10 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
11 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
12 violations either prior to or after the Employer's receipt of this notice.

13 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the January 27, 2025 or April 2, 2025 postmarked dates of the herein-described
16 notices sent by Plaintiff to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
20 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
21 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
22 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
23 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
24 clock, including, without limitation, by requiring employees: to come early to work and leave late
25 work without being able to clock in for all that time, to suffer under Employer's control due to long
26 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
27 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
28 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to

1 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
2 checks off the clock; failing to include all forms of remuneration, including non-discretionary
3 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
4 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
5 additional compensation was earned for the purpose of calculating the overtime rate of pay;
6 detrimental rounding of employee time entries,. Employer would also be liable for civil penalties
7 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699,
8 or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for
9 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
12 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
13 control every day as a result of, without limitation, failing to accurately track and/or pay for all
14 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
15 including, without limitation, by requiring employees: to come early to work and leave late work
16 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
17 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
18 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
19 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
20 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
21 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
22 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
23 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
24 other Aggrieved Employees were required to report to work, and did report, but were not put to
25 work and/or were furnished less than half their usual or scheduled day's work without being paid
26 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
27 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
28 sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure

1 to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
2 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled
3 to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
4 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee
5 in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
8 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
9 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
12 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
13 minimum wages for all hours worked or otherwise under Employer's control every day as a result
14 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
15 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
16 by requiring employees: to come early to work and leave late work without being able to clock in
17 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
18 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
19 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
20 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
21 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
22 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
23 employee time entries; editing and/or manipulation of time entries to show less hours than actually
24 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
25 Employees were required to report to work, and did report, but were not put to work and/or were
26 furnished less than half their usual or scheduled day's work without being paid for half the usual or
27 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
28 sections 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these sections and

1 Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
2 informed and believes, and based thereon alleges, that Defendant's conduct above gave rise to such
3 violations was malicious, fraudulent, or oppressive. Defendant would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
6 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
7 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
8 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
9 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
10 periods; not providing timely meal periods; failing to provide first and second meal periods;
11 providing short meal periods, including without, limitation meal periods that were recorded for less
12 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
13 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
14 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
15 during the meal period, having to undergo security or bag checks during the meal period, and /or
16 having to retrieve and store personal belongings during the meal period; requiring that employees
17 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
18 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
19 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
20 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
21 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
22 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
23 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
24 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
25 informed and believes that those premium payments under Labor Code section 226.7 were not made,
26 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
27 Defendant would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
28 to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of

1 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
2 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
4 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

6 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
8 including, without limitation, work over four-hour periods (or major fractions thereof) without
9 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
10 and complete ten-minute rest periods in which the employees are completely relieved of all of their
11 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
12 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
13 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
14 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
15 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
16 retrieve and store personal belongings during the rest period, and/or having to undergo security or
17 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
18 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
19 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
20 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
21 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
22 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
23 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
24 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
25 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
26 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
27 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
28 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210

1 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
2 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
3 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
4 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
5 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 21. As a result of, among other things, Defendants' herein-described policy or practice
8 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
9 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
10 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
12 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
13 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
14 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
15 name of the employee and only the last four digits of their social security number or an employee
16 identification number other than a social security number; all deductions; all applicable hourly rates
17 in effect during the pay period and the corresponding number of hours worked at each hourly rate
18 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
19 the name and address of the legal entity that secured the services of the employer); and other such
20 information as required by Labor Code section 226, subdivision (a) , to the extent it does not include
21 for piece-rate work the information required therein including, without limitation, the quantity, rate
22 and units worked per piece, as well as separately itemized non-productive time and rest and recovery
23 periods. Specifically, Defendants intentionally failed to furnish employees with itemized wage
24 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
25 the rates of pay at which they were or should have been paid (including due to failure to pay at the
26 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
27 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
28 Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee

1 during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally
2 suffered these violations and was owed penalties under Labor Code section 226 for each pay period
3 worked during the PAGA Period. Plaintiff is informed and believes that those penalties under
4 Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants
5 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
6 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
7 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
8 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief
9 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
10 pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
12 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
13 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
14 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
15 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
16 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
17 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
18 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
19 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
20 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
21 informed and believes that those penalties under Labor Code section 203 were not made for these
22 violations of Labor Code sections 201, 202, 203, 204b. Plaintiff is further informed and believes,
23 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
24 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
25 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 required or require the execution of a release of claim or right on account of wages due, or to become
3 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
4 being paid, to execute a statement of the hours worked during a pay period in which Defendants
5 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
6 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
7 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
8 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
9 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
10 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
11 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
13 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
14 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
15 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
16 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
17 established place of business in the state), the name and address of which must but did not appear
18 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
19 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
20 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
21 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
22 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
23 not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7
24 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
25 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
26 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
27 kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon
28 alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under

1 these sections and are entitled to relief under, without limitation, Labor Code sections 221, 223,
2 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiff is further informed and believes, and based
3 thereon alleges, that Plaintiff's conduct above gave rise to such violations was malicious, fraudulent,
4 or oppressive. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
5 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
6 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants
8 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
9 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
10 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
11 applicable to their employment, allowances claimed as part of the minimum wage, the regular
12 payday designated by Defendants, the name of the employer, including any "doing business as"
13 names used, the name, address and telephone number of the workers' compensation insurance
14 carrier, information regarding paid sick leave, and other pertinent information required to be
15 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
16 failure to provide such information, including rates of pay that are in effect, has permitted
17 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
18 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
19 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
20 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
21 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
22 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
23 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
24 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
25 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 26. Plaintiff is informed and believes, and based thereon alleges that Defendants also
28 failed and refused, and continues to fail and refuse, to reimburse employees, including, without

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
2 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
3 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
4 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
5 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
6 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
7 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
8 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
9 as required by Labor Code sections 222.5, 1198, 2800, 2802, and other statutory and common law
10 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
11 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
12 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
13 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
15 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
19 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
20 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
21 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
22 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
23 the sick pay was not provided at the proper regular of pay as required under California law due to
24 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
25 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
26 contemplated under California and local laws, including, without limitation, under Labor Code
27 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
28 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of

1 Labor Code section 221, 223, 233, 245 and 246 involves a mandatory payroll or workplace injury
2 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
3 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
4 have personally suffered violations under these sections and Defendants would be liable for civil
5 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
6 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
7 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
8 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
9 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
12 off and vacation time owed upon separation of employment as wages at their final rate of pay in
13 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
14 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
15 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
16 violations and Defendants would be liable for civil penalties for violation of Labor Code section
17 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
18 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
19 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
23 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
24 of any calendar month shall be paid for between the 16th and 26th day of the month during which
25 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
26 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
27 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
28 and other Aggrieved Employees every day and every workweek in accordance with Labor Code

1 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
2 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
3 personally suffered these violations. Plaintiff further informed and believes, and based thereon
4 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
5 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
6 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
7 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
10 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
11 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
12 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
13 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
14 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
15 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
19 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
20 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
21 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
22 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
23 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
24 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
25 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
26 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
27 card payment processing fees that may be charged to the employer by the credit card company by
28 not later than the regular payday following the date the patron authorized the credit card. In addition,

1 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
2 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
3 in a violation of Labor Code sections 1198.

4 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have a policy or practice of failing to provide all working employees, including without limitation
6 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
7 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
8 place an adequate number of seats in reasonable proximity to the work area and/or permitted
9 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
10 performance of their duties when employees are not engaged in the active duties of their
11 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
12 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
13 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
14 Employees have personally suffered violations thereto and Defendants would be liable for civil
15 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
16 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
17 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
21 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
22 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
23 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
24 from disclosing who else works with Defendants and under what circumstances that they might be
25 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
26 violates Business and Professions Code sections 17200, 16600, and, by virtue thereof, various
27 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
28 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these

1 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
2 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
3 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
4 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
8 violations of state and federal law, either within Defendants to their managers or outside of
9 Defendants to private attorneys or government officials, among others, in violation of Business and
10 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
11 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
12 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
13 from disclosing information about unsafe or discriminatory working conditions, or about wage and
14 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
15 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
16 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
20 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
23 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
24 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
25 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
26 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
27 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
28 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose

1 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
2 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
4 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

6 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
7 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
8 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
9 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
10 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
11 purported confidentiality agreements, purported severance agreements, or purported release
12 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
13 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
14 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
15 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
16 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
17 their work with Defendants, including but not limited to their wages and working conditions.
18 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
19 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
20 Employee is informed and believes that Employer violated Labor Code sections 432.5, and 1198.
21 As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
22 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
23 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
24 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
27 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
28 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a practice or policy of conducting unlawful background checks on prospective and current
3 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
4 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
5 without limitation: requiring job applicants and employees to disclose their conviction history before
6 Defendants made a conditional offer of employment; inquiring into or considering the conviction
7 history of applicants before Defendants made any conditional offers of employment; considering,
8 distributing, or disseminating information about arrests not followed by conviction, referrals to or
9 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
10 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
11 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
12 conducting conviction history background checks in connection with any applications for
13 employment; intending to deny an applicant a position of employment solely or in part because of
14 the applicant's conviction history; and asking applicants for employment to disclose, through any
15 written form or verbally, information concerning or related to an arrest, detention, processing,
16 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
17 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
18 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
19 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
20 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
21 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
22 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
23 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
24 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
25 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
26 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a practice or policy of relying on the salary history information of an applicant for

1 employment as a factor in determining whether to offer employment to an applicant or what salary
2 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
3 application for employment, an inquiry regarding current and/or former salary history information,
4 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
5 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
6 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
7 Employer has failed to pay its employees at wage rates less than those paid to employees of the
8 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
9 composite of skill, effort, and responsibility, and/or performed under similar working conditions
10 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
11 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
12 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
13 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
14 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
15 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
16 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
17 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
18 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
19 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
20 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(ii)...

22 39. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
23 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
24 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
25 Employees pursuant to PAGA.

26 **PARTIES**

27 **A. Plaintiff**

28 40. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
2 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
3 approximately June of 2020 through at least June of 2024.

4 **B. Defendants**

5 41. Plaintiff is informed and believes and based thereon alleges that defendant
6 SONOMA COUNTY AIRPORT EXPRESS is, and at all times relevant hereto was, a corporation
7 organized and existing under and by virtue of the laws of the State of California and doing business
8 in the County of Sonoma, State of California.

9 42. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
15 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
16 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
20 include SONOMA COUNTY AIRPORT EXPRESS, and any of their parent, subsidiary, or
21 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

22 **JOINT LIABILITY ALLEGATIONS**

23 43. Plaintiff is informed and believes, and based thereon alleges, that at all times
24 mentioned herein, each of the defendants was the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

28 44. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

9 45. Plaintiff is informed and believes, and based thereon alleges, that despite the
10 formation of the purported corporate existence of SONOMA COUNTY AIRPORT EXPRESS, and
11 DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and
12 the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not
13 limited to, the following reasons:

14 a. The Alter Ego Defendants are completely dominated and controlled by the
15 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
16 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
17 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
18 inequitable purpose;

19 b. The Individual Defendants derive actual and significant monetary benefits by
20 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
21 the funding source for the Individual Defendants' own personal expenditures;

22 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
23 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
24 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
25 accomplishing some other wrongful or inequitable purpose;

26 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
27 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
28 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same

1 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
2 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
3 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
4 herein were, the alter egos of the Individual Defendants;

5 e. The recognition of the separate existence of the Individual Defendants from
6 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
7 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
8 and other statutory violations. The corporate existence of these defendants should thus be
9 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
10 and injustice to Plaintiff herein;

11 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
12 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
13 disregarded.

14 46. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that Defendants, and each of them, are joint employers.

16 47. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
17 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
18 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
19 violations described herein, or some of them.

20 **FIRST AND ONLY CAUSE OF ACTION**

21 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

22 48. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
23 preceding paragraphs as though fully set forth hereat.

24 **Civil Penalties Under Labor Code § 210**

25 49. At all relevant times herein, Labor Code section 204, requires and required that:
26 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
27 between the 16th and 26th day of the month during which the labor was performed, and labor
28 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for

1 between the 1st and 10th day of the following month.”

2 50. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
3 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
4 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
5 204, 204b, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
6 one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
7 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
8 each employee, plus 25 percent of the amount unlawfully withheld.”

9 51. At all relevant times herein, Defendants have had a consistent policy or practice of
10 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
11 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
12 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
13 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
14 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
15 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
16 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
17 violation in connection with each payment that was made in violation of Labor Code section 204.

18 Civil Penalties Under Labor Code § 226.3

19 52. Defendants had and have a policy or practice of failing to comply with Labor Code
20 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
21 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
22 wages earned; the name and address of each employer with whom they have been placed to work;
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
25 entity securing the employer’s services if the employer is a farm labor contractor; and other such
26 information as required by Labor Code section 226, subdivision (a) to the extent it does not include
27 for piece-rate work the information required therein including, without limitation, the quantity, rate
28 and units worked per piece, as well as separately itemized non-productive time and rest and recovery

1 periods

2 53. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
3 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
4 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
5 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
6 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

7 54. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
8 this section are in addition to any other penalty provided by law.”

9 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
11 statements as set forth in the preceding paragraphs.

12 56. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
13 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
14 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
15 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
16 period for each subsequent violation.

17 Violation of Labor Code § 558

18 57. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
19 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
20 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
21 penalty as follows:

- 22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
23 pay period for which the employee was underpaid in addition to an amount sufficient
24 to recover underpaid wages;
- 25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to
27 an amount sufficient to recover underpaid wages;
- 28 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

58. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

59. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

60. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

61. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 63. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

8 64. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
9 person acting either individually or as an officer, agent, or employee of another person, who pays
10 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
11 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
12 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
13 Section 203 as follows:

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

28 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
2 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
3 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
4 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
5 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
6 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
7 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

8 66. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
12 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
13 subsequent violation.

14 Civil Penalties Under Labor Code § 2699

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

21 68. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
22 each of them, violated the Labor Code sections described in the preceding paragraphs.

23 69. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
24 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
25 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
26 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

27 70. Moreover, Plaintiff and other Aggrieved Employees within the State of California
28 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in

1 connection with their herein-described claims for civil penalties.

2 **PRAYER**

3 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
4 judgment against Defendants as follows:

- 5 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
6 1174.5, 1197.1, and 2699;
- 7 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
8 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 9 C. For equitable, including, without limitation, injunctive relief;
- 10 C. Pre-judgment and post-judgment interest;
- 11 D. For costs of suit incurred herein; and
- 12 E. Such other and further relief as the Court deems just and proper.

13 Dated: August 4, 2025

BIBIYAN LAW GROUP, P.C.

15 BY: /s/ Sarah H. Cohen

16 DAVID D. BIBIYAN

17 SARAH H. COHEN

18 Attorneys for Plaintiff MICHAEL
19 ESPINOSA, as an aggrieved employee, and
20 on behalf of all other aggrieved employees
21 under the Labor Code Private Attorneys'
22 General Act of 2004,
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