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Attorneys for Plaintiff, IRENE PERDOMO,
as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

JET EDGE INTERNATIONAL, LLC, a
Delaware limited liability company dba Vista
America; WESTERN AIR CHARTER, INC. a
California corporation dba Jet Edge; VISTA
AIRCRAFT MAINTENANCE VAN NUYS,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/17/2025 3:39 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Diaz, Deputy Clerk

CASE NO.: **25VECVO6579**

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 Irene Perdomo (“Plaintiff”) or “Employee”), as an aggrieved employee, and on
2 behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Jet Edge International.
7 LLC, a Delaware limited liability company dba Vista America, and any of its respective subsidiaries
8 or affiliated companies within the State of California (“JET EDGE ”); WESTERN AIR CHARTER,
9 INC. doing business as JET EDGE And any of its respective subsidiaries or affiliated companies
10 within the State of California (“WESTERN AIR”); and VISTA AIRCRAFT MAINTENANCE
11 VAN NUYS, LLC And any of its respective subsidiaries or affiliated companies within the State of
12 California (“VISTA AIRCRAFT”) as a proxy of the Labor and Workforce Development Agency of
13 the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-
14 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
15 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
16 connection with the alleged claims for failure to comply with Labor Code sections 201, 202, 203,
17 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552,
18 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1695.55, 1771, 1774, 1197, 1197.1, 2800,
19 2802, 2699, Business and Professions Code section 17200, Government Code section 12952, as well
20 as applicable Wage Orders. Plaintiff seeks to represent all employees of JET EDGE
21 INTERNATIONAL, LLC, WESTERN AIR CHARTER, INC., and VISTA AIRCRAFT
22 MAINTENANCE VAN NUYS, LLC, and each of them, DOES 1 through 100, as well as their
23 parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants” or “Employer”) working
24 within three years preceding the date of filing Notice with the LWDA and continuing past the date
25 of the LWDA Notice filing into perpetuity (“Civil Penalty Period”). On all other claims mentioned
26 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
27 Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees”
28 herein.

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

3 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
4 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
5 causes of action complained of herein arose; the county in which the employment relationship
6 began; the county in which performance of the employment contract, or part of it, between Plaintiff
7 and Defendants was due to be performed; the county in which the employment contract, or part of
8 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
9 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
10 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved
11 Employees in Los Angeles County.

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

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

23 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
24 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510,
25 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1695.55, 1771, 1774, 1197,
26 1197.1, 2800, 2802, 2699, Business and Professions Code section 17200, Government Code section
27 12952, as well as applicable Wage Orders.

28 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved within the Civil
2 Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures specified
3 in Labor Code section 2699.3.

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

8 9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
9 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
10 and hour violations under Labor Code section 2810.3 on July 11, 2025 by certified mail with return
11 receipt requested.

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

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

21 12. In the event that Defendants, or either of them, is/are determined to have, prior to
22 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
23 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
24 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
25 2699(g)(1)-(3).

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

1 Code section 2699(h)(1)-(3).

2 14. Plaintiff is further informed and believes that within five (5) years of any of
3 violations described above, the LWDA or a court has issued a finding or determination to the
4 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
5 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
6 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
7 was/were found to have unlawfully committed some or all of the above-related Labor Code
8 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
9 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
10 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
11 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
12 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
13 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
14 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
15 violations either prior to or after the Employer's receipt of this notice.

16 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
17 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
18 calendar days of the July 11, 2025 postmarked date of the herein-described notice sent by Plaintiff
19 to the LWDA and Defendants.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
22 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
23 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
24 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
25 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
26 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
27 clock, including, without limitation, by: to make phone calls off the clock, receive and respond to
28 emails and/or texts off the clock, failing to include all forms of remuneration, detrimental rounding

1 of employee time entries, editing and/or manipulation of time entries to show less hours than
2 actually worked, for paying straight pay instead of overtime pay, for failure to pay overtime as
3 required by Labor Code section 226.2, and all to the detriment of Employee and other Aggrieved
4 Employees. Consequently, Employee is informed and believes, and based thereon alleges, that
5 Employer violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage Orders
6 based on its practice of providing total compensation that is less than the required legal overtime
7 compensation for the overtime worked, entitling Employee and other aggrieved employees to
8 damages, including, without limitation, at least one hour of unpaid overtime wages each day worked
9 by each Aggrieved Employee during the Civil Penalty Period. Employee further informed and
10 believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was
11 malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to
12 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive
13 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties
14 pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
17 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
18 control every day as a result of, without limitation, failing to accurately track and/or pay for all
19 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
20 including, without limitation, by requiring employees: to make phone calls, receive and respond to
21 emails and/or texts, detrimental rounding of employee time entries; failing to pay the minimum
22 amounts required under Labor Code section 226.2; editing and/or manipulation of time entries to
23 show less hours than actually worked. As such, Plaintiff is informed and believes, and based thereon
24 alleges, that Defendants violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and
25 applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked,
26 that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff
27 and other Aggrieved Employees are entitled to actual and liquidated damages under, without
28 limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at least one unpaid

1 hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil penalties
4 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
5 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
9 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
10 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
11 compensation in lieu thereof including, each workday, without limitation: by not providing timely
12 meal periods; providing short meal periods, including without, limitation meal periods that were
13 recorded for less than thirty minutes, and requiring that employees carry cellular telephones during
14 meal periods; otherwise requiring on-duty/on-call meal periods. Plaintiff and other Aggrieved
15 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
16 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for
17 each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee
18 was owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
19 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
20 those premium payments under Labor Code section 226.7 were not made, either, for these non-
21 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be
22 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
23 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
24 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
25 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
3 including, without limitation, work over four-hour periods (or major fractions thereof) without
4 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
5 and complete ten-minute rest periods in which the employees are completely relieved of all of their
6 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
7 rest periods that were at least ten minutes in length,. Employee and other Aggrieved Employees
8 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
9 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
10 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
11 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
12 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
13 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
14 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
15 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
16 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
17 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
18 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
19 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
21 to Labor Code section 2699(f)(2)(B)(ii).

22 20. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
26 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
27 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
28 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the

1 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
2 name of the employee and only the last four digits of their social security number or an employee
3 identification number other than a social security number; all deductions; all applicable hourly rates
4 in effect during the pay period and the corresponding number of hours worked at each hourly rate
5 by the employee; and other such information as required by Labor Code section 226, subdivision
6 (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage
7 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
8 the rates of pay at which they were or should have been paid (including due to failure to pay at the
9 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
10 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
11 Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
12 during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally
13 suffered these violations and was owed penalties under Labor Code section 226 for each pay period
14 worked during the PAGA Period. Plaintiff is informed and believes that those penalties under
15 Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants
16 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
17 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
18 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
19 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief
20 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
21 pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
23 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
24 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
25 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
26 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
27 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
28 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198

1 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
2 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
3 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
4 informed and believes that those penalties under Labor Code section 203 were not made for these
5 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
6 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
7 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
8 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 22. Plaintiff is informed and believes, and based thereon alleges that Defendants also
12 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
13 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for maintenance of
14 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or
15 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
16 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
17 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
18 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff
19 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
20 to such violations was malicious, fraudulent, or oppressive. In addition, Defendants would be liable
21 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
22 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
23 Labor Code section 2699(f)(2)(B)(ii).

24 23. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
26 off and vacation time owed upon separation of employment as wages at their final rate of pay in
27 violation of Labor Code section 227.3 and applicable Wage Orders. Plaintiff is thus informed and
28 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.

1 As such, Plaintiff and other Aggrieved Employees have personally suffered these violations and
2 Defendants would be liable for civil penalties for violation of Labor Code section 227.3 under Labor
3 Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
4 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
5 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
6 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
9 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
10 of any calendar month shall be paid for between the 16th and 26th day of the month during which
11 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
12 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
13 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
14 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
15 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
16 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
17 personally suffered these violations. Plaintiff further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
19 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
20 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
21 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
24 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
25 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
26 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
27 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
28 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and

1 2699(k). Plaintiff 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 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
5 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
6 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
7 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
8 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
9 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
10 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
11 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
12 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
13 card payment processing fees that may be charged to the employer by the credit card company by
14 not later than the regular payday following the date the patron authorized the credit card. In addition,
15 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
16 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
17 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
18 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
19 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
20 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
21 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
22 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
23 pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 have a policy or practice of failing to provide all working employees, including without limitation
26 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
27 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
28 place an adequate number of seats in reasonable proximity to the work area and/or permitted

1 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
2 performance of their duties when employees are not engaged in the active duties of their
3 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
4 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
5 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
6 Employees have personally suffered violations thereto and Defendants would be liable for civil
7 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
8 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
13 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
14 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
15 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
16 from disclosing who else works with Defendants and under what circumstances that they might be
17 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
18 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
19 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
20 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
21 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
22 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
23 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
24 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
25 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
27 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
28 violations of state and federal law, either within Defendants to their managers or outside of

1 Defendants to private attorneys or government officials, among others, in violation of Business and
2 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
3 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
4 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
5 from disclosing information about unsafe or discriminatory working conditions, or about wage and
6 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
7 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
8 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
9 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
10 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
11 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
15 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
16 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
17 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
18 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
19 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
20 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
21 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
22 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
23 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
24 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
25 Code section 2699(f)(2)(B)(ii).

26 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
27 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
28 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from

1 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
2 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
3 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
4 employment, to adopt or follow or refrain from adopting or following a particular course or line of
5 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
6 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
7 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
8 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
9 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
11 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
12 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
15 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
16 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
17 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
18 purported confidentiality agreements, purported severance agreements, or purported release
19 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
20 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
21 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
22 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
23 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
24 their work with Defendants, including but not limited to their wages and working conditions.
25 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
26 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
27 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
28 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other

1 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
2 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
3 other Aggrieved Employees to damages. 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. Defendants would also be liable for civil penalties pursuant to Labor Code sections
6 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a practice or policy of conducting unlawful background checks on prospective and current
11 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
12 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
13 without limitation: requiring job applicants and employees to disclose their conviction history before
14 Defendants made a conditional offer of employment; inquiring into or considering the conviction
15 history of applicants before Defendants made any conditional offers of employment; considering,
16 distributing, or disseminating information about arrests not followed by conviction, referrals to or
17 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
18 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
19 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
20 conducting conviction history background checks in connection with any applications for
21 employment; intending to deny an applicant a position of employment solely or in part because of
22 the applicant's conviction history; and asking applicants for employment to disclose, through any
23 written form or verbally, information concerning or related to an arrest, detention, processing,
24 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
25 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
26 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
27 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
28 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections

1 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
2 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
4 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
5 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
6 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
8 and have a practice or policy of relying on the salary history information of an applicant for
9 employment as a factor in determining whether to offer employment to an applicant or what salary
10 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
11 application for employment, an inquiry regarding current and/or former salary history information,
12 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
13 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
14 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
15 Employer has failed to pay its employees at wage rates less than those paid to employees of the
16 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
17 composite of skill, effort, and responsibility, and/or performed under similar working conditions
18 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
19 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
20 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
21 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
22 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
23 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
24 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
25 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
26 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
27 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
28

1 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

3 35. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
4 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
5 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
6 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
7 required to be provided pursuant to California and local laws. Plaintiff is further informed and
8 believes that the sick pay was not provided at the proper regular of pay as required under California
9 law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes
10 that Defendants also did not permit its use upon request by Defendants and other Aggrieved
11 Employees as contemplated under California and local laws, including, without limitation, under
12 Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or
13 domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice
14 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll
15 or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these
16 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
17 Employees have personally suffered violations under these sections and Defendants would be liable
18 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198
19 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and
20 costs. Employee further informed and believes, and based thereon alleges, that Defendants' conduct
21 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
25 statements and similar payroll documents under Labor Code section 226, documents signed to
26 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
27 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
28 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and

1 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
2 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
3 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
4 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
6 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 maintain policies or practices of failing to, for piece-rate employees, failing to pay the minimum
9 amounts required under Labor Code section 226.2 for non-productive time in violation of the above-
10 referenced minimum wage law. Finally, for these employees, Defendants violated Labor Code
11 section 226.2 by failing to provide the information on wage statements required by Labor Code
12 section 226.2 to the extent it does not include for piece-rate work the information required therein
13 including, without limitation, the quantity, rate and units worked per piece, as well as separately
14 itemized non-productive time and rest and recovery periods. In addition, Defendants failed to
15 provide employees with rest and recovery periods as required under Labor Code section 226.2.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
17 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
18 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
19 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
20 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
21 purported confidentiality agreements, purported severance agreements, or purported release
22 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
23 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
24 to inform prospective employers of Employer's restrictions of Plaintiff's and Aggrieved Employees'
25 freedom to work. As a result, Plaintiff is informed and believes that Defendants violated Labor
26 Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
27 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
28 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section

1 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
2 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
3 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
4 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code
6 section 2699(f)(2)(B)(ii).

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

11 **PARTIES**

12 **A. Plaintiff**

13 40. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
14 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
15 exempt employee, Plaintiff is informed and believes that Plaintiff worked for Defendants from
16 approximately November of 2022 through at least September of 2024.

17 **B. Defendants**

18 41. Plaintiff (Employee) is informed and believes and based thereon alleges that
19 defendant JET EDGE is, and at all times relevant hereto was, a limited liability company organized
20 and existing under and by virtue of the laws of the State of Delaware and doing business in the
21 County of Los Angeles, State of California.

22 42. Plaintiff is informed and believes and based thereon alleges that defendant
23 WESTERN AIR is, and at all times relevant hereto was, a corporation organized and existing under
24 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
25 State of California.

26 43. Plaintiff is informed and believes and based thereon alleges that defendant VISTA
27 AIRCRAFT is, and at all times relevant hereto was, a limited liability company organized and
28 existing under and by virtue of the laws of the state of California and doing business in the County

1 of Los Angeles, State of California.

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

16 **JOINT LIABILITY ALLEGATIONS**

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

22 46. All of the acts and conduct described herein of each and every corporate defendant
23 was duly authorized, ordered, and directed by the respective and collective defendant corporate
24 employers, and the officers and management-level employees of said corporate employers. In
25 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
26 their said employees, agents, and representatives, and each of them; and upon completion of the
27 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
28 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

3 47. Plaintiff is informed and believes, and based thereon alleges, that despite the
4 formation of the purported corporate existence of JET EDGE, WESTERN AIR, and VISTA
5 AIRCRAFT, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of
6 them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them,
7 due to, but not limited to, the following reasons:

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

13 b. The Individual Defendants derive actual and significant monetary benefits by
14 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
15 the funding source for the Individual Defendants’ own personal expenditures;

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

20 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
21 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
23 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
24 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
25 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
26 herein were, the alter egos of the Individual Defendants;

27 e. The recognition of the separate existence of the Individual Defendants from
28

1 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
2 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
3 and other statutory violations. The corporate existence of these defendants should thus be
4 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
5 and injustice to Plaintiff herein;

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

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

11 49. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
12 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
13 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
14 violations described herein, or some of them.

15 **FIRST AND ONLY CAUSE OF ACTION**

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

17 50. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
18 preceding paragraphs as though fully set forth hereat.

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

20 51. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month.”

25 52. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

13 Civil Penalties Under Labor Code § 226.3

14 54. Defendants had and have a policy or practice of failing to comply with Labor Code
15 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
16 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
17 wages earned; the name and address of each employer with whom they have been placed to work;
18 all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
20 entity securing the employer’s services if the employer is a farm labor contractor; and other such
21 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
22 to the extent it does not include for piece-rate work the information required therein including,
23 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
24 productive time and rest and recovery periods

25 55. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
28 each violation in a subsequent citation, for which the employer fails to provide the employee a wage

1 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

12 Violation of Labor Code § 558

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

17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages;

20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages;

23 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

24 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
27 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
28 regular payday designated by employer, the name of the employer, including any “doing business

1 as” names used, the name, address, and telephone number of the workers’ compensation insurance
2 carrier, information regarding paid sick leave, and other pertinent information.

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

8 Violation of Labor Code § 1174.5

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

16 63. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to “[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors.”

19 64. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
20 every person employing labor in California to “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
23 piece rate paid to, employees employed at the respective plants or establishments. These records
24 shall be kept in accordance with rules established for this purpose by the commission, but in any
25 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
26 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
27 earned.”

28 65. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 66. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 willfully failed to keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.

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

14 Violation of Labor Code § 1197.1

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

21 (1) For any initial violation that is intentionally committed, one hundred dollars
22 (\$100) for each underpaid employee for each pay period for which the
23 employee is underpaid. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

26 (2) For each subsequent violation for the same specific offense, two hundred fifty
27 dollars (\$250) for each underpaid employee for each pay period for which the
28 employee is underpaid regardless of whether the initial violation is

1 intentionally committed. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
5 Section 203, recovered pursuant to this section shall be paid to the affected
6 employee.”

7 69. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
8 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
9 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
10 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
11 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
12 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
13 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
14 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

15 70. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
18 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
19 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
20 subsequent violation.

21 Civil Penalties Under Labor Code § 2699

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

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

1 each of them, violated the Labor Code sections described in the preceding paragraphs.

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

6 74. Moreover, Plaintiff and other Aggrieved Employees within the State of California
7 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
8 connection with their herein-described claims for civil penalties.

9 **PRAYER**

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

- 12 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
13 1174.5, 1197.1, and 2699;
14 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 1174.5, 1197.1, and 2699;
16 C. For equitable, including, without limitation, injunctive relief;
17 C. Pre-judgment and post-judgment interest;
18 D. For costs of suit incurred herein; and
19 E. Such other and further relief as the Court deems just and proper.

20 Dated: November 17, 2025

BIBIYAN LAW GROUP, P.C.

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22 BY: */s/ Sareen K. Khakh*

23 MOLLY A. DESARIO
24 CALYN V. HADLOCK
25 SAREEN K. KHAKH

26 Attorneys for Plaintiff IRENE PERDOMO, as
27 an aggrieved employee, and on behalf of all
28 other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,