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Attorneys for PLAINTIFF **FARHAD JAMADAR**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

FARHAD JAMADAR,

Plaintiff,

vs.

ELITE AIRWAYS, LLC, a California limited liability company;
JOHN PEARSALL, an individual;
ROBERT LYLE, an individual; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: **23STCV12899**
)
) **COMPLAINT FOR DAMAGES:**
)
) **(1) FAILURE TO PAY MINIMUM WAGE,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* §§ 1194, 1197, & 1197.1;**
)
) **(2) FAILURE TO TIMELY PAY FINAL**
) **WAGES, VIOLATION OF CALIFORNIA**
) ***LABOR CODE* § 201;**
)
) **(3) UNFAIR BUSINESS PRACTICES,**
) **VIOLATION OF CALIFORNIA *BUS. &***
) ***PROF. CODE* §§ 17200 ET SEQ.;**
)
) **(4) FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 226;**
)
) **(5) PRIVATE ATTORNEYS GENERAL**
) **ACT (“PAGA”), CALIFORNIA *LABOR***
) ***CODE* §§ 2698 ET SEQ.;**
)
) **(6) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY.**
)
) **JURY TRIAL DEMANDED**

COMES NOW PLAINTIFF FARHAD JAMADAR (hereinafter referred to as “JAMADAR” or “Plaintiff”) and complains against the above-named Defendants and for causes of action against the Defendants, and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendant ELITE AIRWAYS, LLC, a California limited liability company (hereinafter referred to as “Elite Airways” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under the laws of the State of California, having its principal place of business in the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein, Defendant President JOHN PEARSALL (hereinafter referred to as “Pearsall” and collectively with all other Defendants as “Defendants”), was, and now is, an individual domiciled in the County of Los Angeles, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant Elite Airways.

4. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein, Defendant Executive Vice President ROBERT LYLE (hereinafter referred to as “Lyle” and collectively with all other Defendants as “Defendants”), was, and now is, an individual domiciled in the County of Los Angeles, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant Elite Airways.

5. California Labor Code Section 558.1 in relevant part declares:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such

violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

6. Plaintiff is informed and believes, and thereon alleges that Defendant President Pearsall is a natural person and an owner, director, officer, and/or managing agent of Defendant Elite Airways, who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or causing Defendants to violate, California Labor Code Sections 203, 226, 226.7, 1194, 2802, and/or the applicable Wage Order pursuant to California Labor Code Section 558.1.

7. Plaintiff is informed and believes, and thereon alleges that Defendant Vice President Lyle is a natural person and an owner, director, officer, and/or managing agent of Defendant Elite Airways, who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or causing Defendants to violate, California Labor Code Sections 203, 226, 226.7, 1194, 2802, and/or the applicable Wage Order pursuant to California Labor Code Section 558.1.

8. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

9. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the claims alleged herein. The relief requested is within the jurisdiction of this Court.

11. Venue is proper in the County of Los Angeles. Defendants conduct business in the County of Los Angeles and all of Plaintiff's employment was carried out in the County of Los Angeles. All of the claims alleged herein arose in the County of Los Angeles.

12. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of attorney's fees, interest, and costs.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

13. Plaintiff started working as a Controller for Defendant Elite Airways beginning in or around May 2022. His employment ended in or around September 2022. Plaintiff was considered a full-time, exempt, salaried employee and his last rate of pay was approximately \$72,000.00 annually.

14. The "Aggrieved Employees" are all current and former California employees who worked for Defendant Elite Airways during the relevant time period pursuant to California *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

15. It is Plaintiff's position that Defendant Elite Airways committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

16. Defendant Elite Airways did not compensate Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and, as such, did not compensate Plaintiff and other similarly situated aggrieved employees for all hours worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and 1197.1.

17. Defendant Elite Airways simply failed to compensate the earned and due wages, instead proffering a number of excuses in purported justification of its admitted, documented failure to do

1 so. Since Plaintiff and other similarly situated aggrieved employees were not compensated for work
2 performed, Defendant Elite Airways violated California's minimum wage laws.

3 18. As a further result of the conduct alleged herein, Defendant Elite Airways failed to
4 compensate Plaintiff and other similarly situated aggrieved employees all wages due to them within
5 any time period specified by California *Labor Code* § 204.

6 19. Defendant Elite Airways was also in violation of California *Labor Code* § 226(a) by failing
7 to timely provide and/or include pertinent information on Plaintiff and other similarly situated
8 aggrieved employees' wage statements including, but not limited to the name and address of the
9 legal entity that is the employer, all hours worked, gross wages earned, net wages earned, all
10 applicable hourly rates, all deductions, and premium pay for missed meal and rest periods.

11 20. During the relevant time period, Defendant Elite Airways also failed to keep accurate and
12 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
13 and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

14 21. Defendant Elite Airways also violated California *Labor Code* §§ 201-203 because it
15 willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due
16 wages upon separation of employment, either immediately upon involuntary termination, or within
17 72 hours of resignation. After Plaintiff's employment with Defendant Elite Airways ended,
18 Defendant Elite Airways failed and refused to pay all wages earned and due upon separation.

19 22. Defendant Elite Airways also engaged in business practices which violated California
20 *Business & Professions Code* §§ 17200 et seq.

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1 I.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Minimum Wage**

4 **[Violation of California *Labor Code* §§ 1194, 1197, & 1197.1]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 23. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 24. As herein alleged, Defendant Elite Airways did not compensate Plaintiff with the minimum
9 wages to which he was entitled for work performed and, as such, did not compensate Plaintiff for
10 all hours worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and
11 1197.1.

12 25. Defendant Elite Airways was therefore in violation of California *Labor Code* § 1197, which
13 declares, “The minimum wage for employees fixed by the commission is the minimum wage to be
14 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

15 26. As a result of Defendant Elite Airways’ failure to compensate Plaintiff with the legally
16 required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance of the
17 full amount of minimum wage, including interest, reasonable attorney’s fees, and costs of suit
18 pursuant to California *Labor Code* § 1194, which declares:

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

23 27. Plaintiff is also entitled to any and all remedies as expressly provided for by California
24 *Labor Code* § 1197.1(a), which declares:

25 Any employer or other person acting either individually or as an officer, agent, or
26 employee of another person, who pays or causes to be paid to any employee a wage
27 less than the minimum fixed by an applicable state or local law, or by an order of
the commission, shall be subject to a civil penalty, restitution of wages, liquidated
damages payable to the employee, and any applicable penalties imposed pursuant

to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars for each underpaid employee for each pay period for which the employee is underpaid; (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

28. Plaintiff is also entitled to any and all remedies as expressly provided for by California *Labor Code* § 1194.2, which declares, “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

29. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

30. As “person[s] acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendants Pearsall and Lyle are also liable for the alleged conduct.

31. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

Failure to Timely Pay Final Wages

[Violation of California *Labor Code* § 201]

Against All Defendants & DOES 1 Through 100, Inclusive

32. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

33. As herein alleged, Plaintiff’s employment ended in or around September 2022. However, Defendant Elite Airways failed to compensate Plaintiff with the true, full, and/or correct amount

of his earned wages in accordance with California *Labor Code* § 201(a), which declares, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

34. As a result of Defendant Elite Airways’ failure to compensate Plaintiff with the true, full, and/or correct amount of his earned wages at the time of his separation, Plaintiff is entitled to the remedies provided for by California *Labor Code* § 203(a), which declares, “If an employer willfully fails to pay, without abatement or reduction, in accordance with [Section 201], any wages of an employee who is discharged..., the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

35. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5.

36. As “person[s] acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendants Pearsall and Lyle are also liable for the alleged conduct.

37. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

III.

THIRD CAUSE OF ACTION

For Engaging in Unfair Business Practices

[Violation of California *Business & Professions Code* §§ 17200 et seq.]

Against All Defendants & DOES 1 Through 100, Inclusive

38. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

39. Defendant Elite Airways engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices through the following, among others:

- a) Defendant Elite Airways failed to compensate Plaintiff with the true, full, and/or correct minimum wage, in violation of Cal. *Labor Code* § 1197;

1 b) Defendant Elite Airways failed to compensate Plaintiff with the true, full, and/or
2 correct amount of his earned wages at the time of his separation, in violation of Cal. *Labor*
3 *Code* § 201;

4 c) Defendant Elite Airways failed to provide Plaintiff with accurate itemized wage
5 statements, in violation of Cal. *Labor Code* § 226;

6 d) Defendant Elite Airways failed to maintain proper payroll records, in violation of
7 Cal. *Labor Code* § 1174(d).

8 40. Through its alleged acts and/or omissions, Defendant Elite Airways engaged in unfair,
9 unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of
10 Cal. *Bus. & Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

11 41. Defendant Elite Airways' alleged conduct constituted unfair business practices as the harm
12 to the general public outweighs any utility that its conduct may have produced.

13 42. As a direct result of the conduct, acts, and omissions of Defendant Elite Airways and DOES
14 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown
15 at the time of trial, together with prejudgment interest thereon from the time owed until paid, all
16 within an amount within the jurisdictional limits of this Court.

17 43. California *Bus. & Prof. Code* § 17205 provides, unless otherwise expressly provided, the
18 remedies or penalties provided by this chapter are cumulative to each other and to the remedies or
19 penalties available under all other laws of this state.

20 44. The acts of Defendant Elite Airways and DOES 1 through 100, and each of them, were
21 willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and
22 conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial
23 agents and employees of Defendant Elite Airways and DOES 1 through 100, and/or with their
24 express knowledge, consent, and ratification, thereby justifying the awarding of punitive and
25 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code*
26 § 3294(a) and (b).
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45. As “person[s] acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendants Pearsall and Lyle are also liable for the alleged conduct.

46. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

IV.

FOURTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Violation of California *Labor Code* § 226]

Against All Defendants & DOES 1 Through 100, Inclusive

47. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

48. By virtue of its alleged failure to compensate Plaintiff his earned and due wages, including at the time of his termination, Defendant Elite Airways failed to provide Plaintiff with accurate itemized wage statements, in direct violation of California *Labor Code* § 226(a).

49. At all times relevant herein, California *Labor Code* § 226(a) in relevant part declares:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

50. As a result of Defendant Elite Airways’ failure to provide and/or maintain proper and/or accurate records as required by subdivision (a), Plaintiff is entitled to all the remedies, including costs and reasonable attorney’s fees, as provided for by California *Labor Code* § 226(e)(1), which

1 declares, “An employee suffering injury as a result of a knowing and intentional failure by an
2 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or
3 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
4 (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
5 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
6 attorney's fees.”

7 51. As “person[s] acting on behalf of an employer” as contemplated by California *Labor Code*
8 § 558.1, Defendants Pearsall and Lyle are also liable for the alleged conduct.

9 52. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

10 V.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of the Private Attorneys General Act**

13 **[California Labor Code §§ 2698 et seq.]**

14 **Against All Defendants & DOES 1 through 100, Inclusive**

15 53. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
16 Complaint as though duly set forth in full herein.

17 54. Plaintiff provided the required written notice to the Labor & Workforce Development
18 Agency (“LWDA”) and Defendants of the specific violations of the California Labor Code that
19 Defendants and DOES 1-100 are alleged to have violated and continue to violate.

20 55. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA
21 within 65 days of the postmark date of the notice to the LWDA.

22 56. Plaintiff has therefore exhausted all administrative remedies required of him under
23 California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of
24 action and pursue penalties in a representative action for Defendants’ violations of the Labor Code.

25 57. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides
26 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
27 commissions, boards, agencies, or employees for violation of the code may, as an alternative, be

1 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
2 and other current or former employees pursuant to the procedures specified in California *Labor*
3 *Code* § 2699.3.

4 58. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and
5 had the alleged violations committed against him and is therefore properly suited to represent the
6 interests of other current and former employees who worked for Defendants in the State of
7 California during the PAGA period.

8 59. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated
9 aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of
10 Defendants’ violations of the California Labor Code, as alleged herein.

11 60. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by law,
12 but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking
13 individual/victim-specific relief under this cause of action.

14 61. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following:
15 violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3,
16 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other
17 Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

18 62. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney’s fees,
19 costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated
20 aggrieved employees as alleged herein in an amount to be shown according to proof at trial and
21 within the jurisdictional limits of this Court.

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1 VI.

2 **SIXTH CAUSE OF ACTION**

3 **Wrongful Termination in Violation of Public Policy**

4 **Against Defendant Elite Airways & DOES 1 Through 100, Only**

5 63. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
6 Complaint as though duly set forth in full herein.

7 64. Defendant Elite Airways terminated Plaintiff's employment on or about September 9, 2022
8 in an effort to avoid paying Plaintiff his earned wages, including at the time of his termination.

9 65. At all times herein relevant, the public policy of the State of California, as codified,
10 expressed, and mandated by California *Labor Code* § 204, declares,

11 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
12 earned by any person in any employment are due and payable twice during each
13 calendar month, on days designated in advance by the employer as the regular
14 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
15 month shall be paid for between the 16th and the 26th day of the month during
16 which the labor was performed, and labor performed between the 16th and the last
17 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th
18 day of the following month. However, salaries of executive, administrative, and
19 professional employees of employers covered by the Fair Labor Standards Act ...
20 may be paid once a month on or before the 26th day of the month during which the
21 labor was performed if the entire month's salaries, including the unearned portion
22 between the date of payment and the last day of the month, are paid at that time.

23 This public policy of the State of California is designed to protect all employees and to promote the
24 welfare and well-being of the community at large.

25 66. At all times herein relevant, the public policy of the State of California, as codified,
26 expressed, and mandated by California *Labor Code* § 1197, declares, "The minimum wage for
27 employees fixed by the commission is the minimum wage to be paid to employees, and the payment
of a less wage than the minimum so fixed is unlawful." This public policy of the State of California
is designed to protect all employees and to promote the welfare and well-being of the community
at large.

67. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by California *Labor Code* § 201, declares, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

68. These public policies of the State of California are designed to protect all employees and promote the welfare and well-being of the community at large.

69. Accordingly, the actions of Defendant Elite Airways and DOES 1 through 100, and each of them, in terminating Plaintiff’s employment on the grounds alleged and described herein were wrongful and failed to promote the welfare and well-being of the community at large.

70. As a direct and legal result of the acts and omissions of Defendant Elite Airways and DOES 1 through 100, and each of them, Plaintiff was damaged.

71. Plaintiff has been caused, did suffer, and/or continues to suffer emotional, physical, and/or mental distress. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

72. As a further legal result of the acts and omissions of Defendant Elite Airways and DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

73. As a further legal result of the acts and omissions of Defendant Elite Airways and DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when ascertained and/or at the time of trial.

74. The acts of Defendant Elite Airways and DOES 1 through 100 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial agents and

employees of Defendant Elite Airways and DOES 1 through 100, and/or with their express knowledge, consent, and ratification, thereby justifying awarding punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* § 3294(a) and (b).

75. By the acts and conduct of Defendant Elite Airways and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal. *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorney's fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

76. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF FARHAD JAMADAR prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as provided for by California *Labor Code* §§ 1194, 1194.2, and 1197.1;

2. For all remedies, including attorney's fees and costs, against Defendants as provided for by California *Labor Code* § 218.5;

3. For all remedies against Defendants as provided for by California *Labor Code* § 203;

4. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as provided for by Cal. *Labor Code* §§ 226(e);

5. For such relief against Defendants as the Court deems appropriate pursuant to Cal. *Bus. & Prof. Code* §§ 17200 et seq.;

6. For the imposition of civil penalties against Defendants;

7. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;

8. For all costs and disbursements incurred in this suit;

1 9. For reasonable attorney's fees against Defendants where available by law, including but not
2 limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil*
3 *Procedure* § 1021.5, and/or other applicable laws;

4 10. For punitive and exemplary damages against Defendants, according to proof, as provided
5 for by California *Civil Code* § 3294(a) and (b);

6 11. For general damages against in an amount within the jurisdictional limits of this Court;

7 12. For special damages in an amount within the jurisdictional limits of this Court;

8 13. For medical expenses and related items of expense, according to proof;

9 14. For loss of earnings against Defendant Elite Airways, according to proof;

10 15. For consequential and incidental damages according to proof;

11 16. For such other and further relief as this Court may deem proper.

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13 Dated: June 6, 2023

SEZGIN KHOUSADIAN LLP

14 By: Arthur Sezgin
15 ARTHUR SEZGIN, ESQ.
16 Attorneys for PLAINTIFF
17 FARHAD JAMADAR
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