

03/25/2024

By: K. Lideros Deputy

Kane Moon (SBN 249834)

E-mail: kmoon@moonlawgroup.com

Lilit Ter-Astvatsatryan (SBN 320389)

E-mail: lilit@moonlawgroup.com

Holly Williams (SBN 352269)

E-mail: hwilliams@moonlawgroup.com

MOON LAW GROUP, PC

1055 W. Seventh St., Suite 1880

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Attorneys for Plaintiff Ulualoifaiga Manu

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ULUALOFAIGA MANU, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

G.A.T. AIRLINE GROUND SUPPORT, INC.;
and DOES 1 through 10, inclusive,

Defendants

Case No.: **24CV005734**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT	1
THE PARTIES	3
Plaintiff	3
Defendants	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
FIRST CAUSE OF ACTION	9
PRAYER FOR RELIEF	11
DEMAND FOR JURY TRIAL	11

1 Plaintiff Ulualofoaiga Manu (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants G.A.T. Airline Ground Support, Inc.,
6 and Does 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the
7 Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)
8 stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure
9 to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
10 records of hours worked and meal periods, failure to timely pay all wages to terminated employees,
11 failure to indemnify necessary business expenses, and failure to furnish accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this
13 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
14 Wages are not ordinary debts. Because of the economic position of the average worker and his or
15 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
16 employees are promptly paid the minimum/overtime wages that the Legislature has required for
17 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
18 criminalized certain types of violations. In extending extra protection to deter violations of these
19 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
20 other damages other than civil penalties—California has enacted the PAGA to permit an individual
21 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

22 3. All California employees during the relevant statutes of limitations who are or were
23 harmed by Defendant’s illegal practices are “Aggrieved Employees.”

24 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
25 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
26 California. Plaintiff does not seek to recover anything other than penalties as permitted by
27 California Labor Code Section 2699 at this time. To the extent that statutory violations are
28 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages

1 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
2 declaratory relief, and injunctive relief for herself and all aggrieved employees as permitted by the
3 PAGA.

4 5. Defendants own/owned and operate/operated an industry, business, and
5 establishment within the State of California, including Sacramento County. As such, and based
6 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
7 subject to the California Labor Code, and Wage Orders issued by the Industrial Welfare
8 Commission ("IWC").

9 6. Despite these requirements, throughout the statutory period Defendants maintained
10 a systematic, company-wide policy and practice of:

- 11 (a) Failing to pay employees for all hours worked, including all minimum
12 wages, and overtime wages in compliance with the California Labor Code
13 and IWC Wage Orders;
- 14 (b) Failing to provide employees with timely and duty-free meal periods in
15 compliance with the California Labor Code and IWC Wage Orders, failing
16 to maintain accurate records of all meal periods taken or missed, and failing
17 to pay an additional hour's pay for each workday a meal period violation
18 occurred;
- 19 (c) Failing to authorize and permit employees to take timely and duty-free rest
20 periods in compliance with the California Labor Code and IWC Wage
21 Orders, and failing to pay an additional hour's pay for each workday a rest
22 period violation occurred;
- 23 (d) Failing to indemnify employees for necessary business expenses incurred;
- 24 (e) Willfully failing to pay employees all minimum wages, overtime wages,
25 meal period premium wages, and rest period premium wages due within the
26 time period specified by California law when employment terminates; and
- 27 (f) Failing to maintain accurate records of the hours that employees worked.
- 28 (g) Failing to provide employees with accurate, itemized wage statements

1 containing all the information required by the California Labor Code and
2 IWC Wage Orders.

3 7. On information and belief, Defendants, and each of them were on actual and
4 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
5 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
6 willful and deliberate.

7 8. At all relevant times, Defendants were and are legally responsible for all of the
8 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
9 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
10 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
11 the doctrine of "respondeat superior".

12 **THE PARTIES**

13 **Plaintiff**

14 9. Plaintiff is a California resident that worked for Defendants in the County of
15 Sacramento, State of California, as a ramp agent from approximately December 2022 to April
16 2023.

17 10. Plaintiff reserves the right to seek leave to amend this complaint to add new
18 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
19 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

20 **Defendants**

21 11. Plaintiff is informed and believes, and based upon that information and belief
22 alleges, that Defendant G.A.T. Airline Ground Support, Inc. is:

- 23 (a) A corporation with its principal place of business in Sacramento, California.
24 (b) A business entity conducting business in numerous counties throughout the
25 State of California, including in Sacramento County; and
26 (c) The former employer of Plaintiff, and the current and/or former employer of
27 the Aggrieved Employees. Defendants suffered and permitted Plaintiff and
28 the Aggrieved Employees to work, and/or controlled their wages, hours, or

1 working conditions.

2 12. Plaintiff does not currently know the true names or capacities of the persons or
3 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
4 names. Each of the Doe Defendants was in some manner legally responsible for the damages
5 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
6 complaint to set forth the true names and capacities of these Defendants when they have been
7 ascertained, together with appropriate charging allegations, as may be necessary.

8 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
9 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
10 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
11 California.

12 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
13 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
14 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
16 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
17 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
18 or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint
19 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
20 to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and
21 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
22 relationships alleged above, that each Defendant knew or should have known about, and
23 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
24 Defendants.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 15. Plaintiff is a California resident who worked for Defendants in the County of
27 Sacramento, State of California, as a ramp agent during the statutory period. During the statutory
28

time period, Plaintiff was a non-exempt employee, and was typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

17. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and Aggrieved Employees were required to undergo security checks (which included a metal detector) prior to clocking into work, including waiting in line to undergo these security checks, off the clock and uncompensated. Also, Plaintiff and Aggrieved Employees were required to badge into an employee parking lot, which was a substantial distance from where Plaintiff and Aggrieved Employees clocked into work, leading to additional off the clock work, uncompensated. After arriving at the terminal, Plaintiff and Aggrieved Employees would then be required to walk additional distances to get to the break room in order to clock into work, leading to undercompensated time. Also prior to approximately February 2023, Plaintiff and Aggrieved Employees were not permitted to clock into work more than 5 minutes prior to the scheduled shift, meaning Plaintiff and Aggrieved Employees were required to wait, leading to off the clock work, uncompensated. After clocking out of work, Plaintiff and Aggrieved Employees were occasionally required to perform additional duties, such as assisting customers or cleaning. Also, Plaintiff and Aggrieved Employees were required to use their own personal cellular telephones for work purposes, such as zoom meetings and SMS townhall meetings, as well as communicating with other employees and management, off the clock and uncompensated. Also throughout the statutory period, Defendants failed to pay all overtime compensated for work performed in excess of 8 hours

per day and over 40 hours per week. For example, Plaintiff's wage statement dated March 6, 2023 shows work performed in excess of 80 hours for a 14-day period, but overtime is not paid for work performed in excess of 80 hours. Also, Defendants failed to pay all wages owed to Plaintiff and Aggrieved Employees. For example, Plaintiff's wage statement dated December 2022 shows that approximately 4 hours of time was unpaid.

18. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and Aggrieved Employees to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also failed to accurately record meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and Aggrieved Employees in compliance with California law.

19. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and Aggrieved Employees to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiff and Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and Aggrieved Employees were taking their required rest periods. Further, Defendants did not

1 maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate
2 that Plaintiff and Aggrieved Employees took rest periods during the middle of each work period.
3 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and
4 Aggrieved Employees to take rest periods in compliance with California law.

5 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and
6 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
7 Defendants without reimbursement, such as the purchase of protective gear and cleaning materials.
8 Also, Plaintiff and Aggrieved Employees were required to use their own personal cellular
9 telephones for work purposes, without reimbursement. Also, Plaintiff and Aggrieved Employees
10 were occasionally required to use their own personal vehicles for work purposes, such as to go
11 from terminals to the cargo office for administrative issues, without reimbursement. Also, Plaintiff
12 and Aggrieved Employees were required to maintain their uniforms without reimbursement.

13 21. Throughout the statutory period, Defendants willfully failed and refused to timely
14 pay Plaintiff and Aggrieved Employees at the conclusion of their employment all wages for all
15 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
16 Further, Defendants did not pay Plaintiff and Aggrieved Employees their final paychecks
17 immediately upon termination.

18 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and
19 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
20 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
21 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
22 accordance with California law, correct wages for rest periods that were not authorized and
23 permitted to take in accordance with California law, and Defendant's address). Further, the wage
24 statements do not show Defendant's address as required by California law. As a result of these
25 violations of California Labor Code § 226(a), the Plaintiff and Aggrieved Employees suffered
26 injury because, among other things:

- 27 (a) the violations led them to believe that they were not entitled to be paid
28 minimum wages, overtime wages, meal period premium wages, and rest

period premium wages to which they were entitled, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;

(d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and Aggrieved Employees were entitled, and Plaintiff and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

4 23. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
5 fully set forth herein.

6 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 25. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
10 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
13 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
14 former employees pursuant to the procedures specified in Section 2699.3.”

15 26. Plaintiff has exhausted her administrative remedies pursuant to California Labor
16 Code § 2699.3. On June 18, 2023, Plaintiff gave written notice by online filing to the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific provisions of
18 the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved
19 employees, including the facts and theories to support the violations. At the time of this filing, 65
20 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development
21 Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
22 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
23 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
24 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
25 226.3, 558, 1197.1, and 2699(f)(2).

26 27. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
27 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
28 employing labor who willfully fails to maintain accurate and complete records required by

1 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
2 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
3 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
4 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total
5 hours worked in the payroll period and applicable rates of pay.

6 28. During the time period of employment for Plaintiff and the Aggrieved Employees,
7 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
8 maintain accurate records showing meal periods, and accurate records showing when employees
9 begin and end each work period. Defendants' failure to provide and maintain records required by
10 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
11 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
12 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
13 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
14 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
15 Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment
16 of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
17 Defendants to fully perform its obligation under state law, all to their respective damage in amounts
18 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code
19 and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an
20 injury in that they were prevented from knowing, understanding, and disputing the wage payments
21 paid to them.

22 29. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
23 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees
24 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
25 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

26 30. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
27 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
28 entitled to an award of reasonable attorney's fees and costs."

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of herself, the State of California, and similarly Aggrieved Employees
3 of Defendants, prays for relief and judgment against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California
5 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
6 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
7 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
8 worked and meal periods;

9 2. For all civil penalties pursuant to California Labor Code §2699, et seq., and all other
10 applicable Labor Code Provisions;

11 3. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
12 California Labor Code §2699;

13 4. For such other and further relief as the Court may deem equitable and appropriate.
14

15 Dated: March 25, 2024

Respectfully submitted,

16 MOON LAW GROUP, PC

17
18 By: 

19 Kane Moon
20 Lilit Ter-Astvatsatryan
Holly Williams
Attorneys for Plaintiff

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a trial by jury as to all causes of action triable by jury.
23

24 Dated: March 25, 2024

MOON LAW GROUP, PC

25
26 By: 

27 Kane Moon
Lilit Ter-Astvatsatryan
Holly Williams
28 Attorneys for Plaintiff