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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12 UNLIMITED JURISDICTION

13 WARNESHA LOCKETT, on behalf of herself
14 and all other aggrieved employees, and the
general public,

15 *Plaintiff,*

16 v.

17 ENVOY AIR, INC., a Delaware Stock
18 Corporation; and DOES 1 through 50,
inclusive,

19 *Defendants.*

Case No. **26STCV29673**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff WARNESHA LOCKETT (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants ENVOY AIR, INC., a
5 Delaware Stock Corporation; and DOES 1 through 50, inclusive, (collectively referred to as
6 “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
7 Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
10 (2) failed to provide them with rest periods;
11 (3) failed to pay them premium wages for missed meal and/or rest periods;
12 (4) failed to pay them at least minimum wage for all hours worked;
13 (5) failed to pay them overtime wages at the correct rate;
14 (6) failed to reimburse them for all necessary business expenses;
15 (7) failed to provide them with accurate written wage statements; and
16 (8) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
18 wages, restitution, civil penalties, and related relief on behalf of herself and all others similarly
19 situated, all other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
22 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
23 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

24 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
25 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant ENVOY
5 AIR, INC. is, and at all relevant times mentioned herein, a Delaware Stock Corporation doing
6 business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately September 30, 2022, through September 25, 2025.

24 **Missed Meal Periods**

25 9. Plaintiff and the aggrieved employees were not provided with meal periods of at
26 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
27 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
28 shift with not enough workers; (3) imposing so much work on each employee such that it made it

1 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
2 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
3 meal and rest periods.

4 10. Meal periods were routinely interrupted when flights arrived early, requiring
5 Plaintiff and the aggrieved employees to return to work before receiving a full uninterrupted, duty-
6 free lunch.

7 11. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
8 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
9 (5) hours worked due to complying with Defendants' productivity requirements that required
10 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
11 assignments on time.

12 **Missed Rest Periods**

13 12. Plaintiff and the aggrieved employees were not provided with rest periods of at least
14 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
15 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
16 understaffing each work shift with not enough workers; (3) imposing so much work on each
17 employee such that it made it unlikely that an employee would be able to take their breaks if they
18 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
19 encouraged employees to take their meal and rest periods.

20 13. Defendants required Plaintiff and the aggrieved employees to remain on their feet
21 during rest periods and refused to allow them to sit. Although employees were permitted to sit in
22 the designated break room, Defendants deemed it "unprofessional" to sit anywhere else when the
23 break room was full, effectively preventing uninterrupted, duty-free rest breaks.

24 14. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
25 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
26 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
27 and the aggrieved employees to work through their rest periods in order to complete their
28 assignments on time.

1 **Expense Reimbursement**

2 15. Plaintiff and the aggrieved employees were required to utilize their own personal cell
3 phones to perform their job duties.

4 16. Plaintiff and the aggrieved employees were not reimbursed for business expenses
5 incurred in using their personal cell phones to communicate with upper management and monitor
6 flights using a flight-tracking app.

7 17. Plaintiff and the aggrieved employees also purchased items, such as tally counters to
8 track luggage, which they used in the course of performing their job duties

9 18. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
10 necessary business expenses incurred by them.

11 **Wage Statements**

12 19. Plaintiff and the aggrieved employees were not provided with accurate wage
13 statements as mandated by law pursuant to Labor Code § 226.

14 20. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
15 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
16 clock” work were not included.

17 21. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
18 worked by the employee” were not accurately reflected in that all hours worked, including overtime
19 and “off-the-clock” work were not included.

20 22. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
21 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
22 clock” work were not included.

23 23. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee” were not accurately reflected in that all hours worked, including
26 overtime and “off-the-clock” work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 24. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 25. During the applicable limitations period, Defendants have violated Labor Code
6 §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

7 26. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 herself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 27. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 28. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 29. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
20 512, 1194, 1197, 1198 and 2802:

- 21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
22 2802, one hundred dollars (\$100) for each employee per pay period for each
23 initial violation and two hundred dollars (\$200) for each employee per pay
24 period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));
- 26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
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- 1 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
2 employee for each initial violation that was neither willful nor intentional,
3 two hundred dollars (\$200) for each employee, plus 25% of the amount
4 unlawfully withheld from each employee, for each initial violation that was
5 either willful or intentional, and two hundred dollars (\$200) for each
6 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
7 from each employee, for each subsequent violation, regardless of whether the
8 subsequent violation was either willful or intentional (penalties set by Labor
9 Code § 210);
- 10 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus twenty-five percent
13 (25%) of the amount unlawfully withheld from each employee, for each
14 initial violation that was either willful or intentional, and two hundred dollars
15 (\$200) for each employee, plus twenty-five percent (25%) of the amount
16 unlawfully withheld from each employee, for each subsequent violation,
17 regardless of whether the subsequent violation was either willful or
18 intentional (penalties set by Labor Code § 225.5);
- 19 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
20 citation, two hundred and fifty dollars (\$250) for each employee for each
21 violation. Alternatively, if an initial citation or its equivalent occurred before
22 the filing of this action, one thousand dollars (\$1,000) for each employee for
23 each violation (penalties set by Labor Code § 226.3);
- 24 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
25 employee for each initial pay period for which the employee was underpaid,
26 and one hundred dollars (\$100) for each employee for each subsequent pay
27 period for which the employee was underpaid (penalties set by Labor Code §
28 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: September 9, 2026

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/s/ Shaun Setareh

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