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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

COLLEEN CODNER JAEGER, an
individual,

Plaintiff,

vs.

SKYANGELS ENTERPRISES, INC., a
Delaware corporation; STEFFANY
KISLING, an individual; LOUISE
GUND; an individual; JAMES
BROOKS, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24CV05254

COMPLAINT FOR:

- 1. WILLFUL MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR (Cal. Labor Code § 226.8; WAGE ORDER NO. 9);**
- 2. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES (Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 9);**
- 3. FAILURE TO PROVIDE MEAL PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 9);**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 9);**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 9);**
- 6. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);**
- 9. FAILURE TO PROVIDE DAY OF REST (Cal. Labor Code §§ 551, 552);**
- 10. FAILURE TO PAY TIMELY WAGES (Cal. Labor Code §§ 204, 210);**

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- 11. FAILURE TO PAY FOR ALL HOURS
WORKED (Cal. Labor Code § 204; IWC
Wage Order No. 9);**
**12. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. *Labor*
Code §1198.5); and**
**13. UNFAIR COMPETITION (Cal. *Bus. & Prof.*
Code §§17200 *et seq.***

DEMAND FOR A JURY TRIAL

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11 Colleen Codner Jaeger (“Plaintiff”) alleges the following:

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13 **PARTIES**

14 1. Plaintiff was, at all times relevant to the matters alleged herein, over age 18 and
15 a resident of El Dorado County, California.

16 2. Plaintiff is informed and believes, and based on that information and belief,
17 alleges, Defendant SkyAngels Enterprises, Inc. (“SkyAngels”) is, and at all times mentioned
18 herein was, a Delaware corporation, with a principal place of business at 1555-A 4th Street,
19 San Rafael, California 94901. Defendant has been authorized to do business and has been
20 doing business in the County of Sonoma.

21 3. Plaintiff alleges on information and belief that Defendant Steffany Kisling
22 (“Steffany”) is an individual, who at all times relevant herein, was a resident of California.
23 Steffany is the Owner/Manager of SkyAngels.

24 4. Plaintiff alleges on information and belief that Defendant Louise Gund
25 (“Louise”) is an individual, who at all times relevant herein, was a resident of California.
26 Louise is a client of SkyAngels.

27 5. Plaintiff alleges on information and belief that Defendant James Brooks
28 (“James”) (collectively with SkyAngels, Steffany, and Louise “Defendants”) is an individual,

1 who at all times relevant herein, was a resident of California. James is an accountant at
2 SkyAngels.

3 6. Starting on or about August 31, 2022 and continuing through July 1, 2024,
4 Defendants SkyAngels and Louise employed Plaintiff as a Flight Attendant. Plaintiff performed
5 flight attendant duties, ran errands for clients, got clients situated in their hotels, etc.

6 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
7 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
8 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
9 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
10 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
11 individual person who owned, controlled, or managed the business for which Plaintiff worked
12 and/or who directly or indirectly exercised operational control over the wages, hours, and
13 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director and/or
14 executive positions with the remaining Defendants, and acted on behalf of the remaining
15 Defendants, which included decision-making responsibility for, and establishment of, illegal
16 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly
17 situated. Therefore, DOES 1 through 100, in addition to the remaining Defendants, are
18 "employers" as a matter of law and personally liable on the causes of action alleged herein
19 pursuant to Labor Code §558, as well as other California wage and hour laws and regulations
20 as alleged herein.

21 8. Plaintiff is informed and believes and thereon alleges that at least some of the
22 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons,
23 corporations or other business entities organized and existing under and by virtue of the laws
24 of the State of California, and are/were qualified to transact and conduct business in the State
25 of California, and did transact and conduct business in the State of California, and are thus
26 subject to the jurisdiction of the State of California. Specifically, said DOES 1 through 100
27 maintain offices, operate businesses, employ persons, and conduct business in, and illegally
28 pay employees by illegal payroll practices and policies in the County of Sonoma.

9. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, the named defendants and at least some of DOES 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other defendants.

10. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, directly employed or exercised control over her wages, hours, or working conditions.

11. Plaintiff is further informed and believes, and thereon alleges, that each of the fictitiously named Defendants aided and assisted the named Defendants in committing the wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each defendant.

12. At all times relevant herein, each of the named defendants was the agent of the other named defendants and in doing the things alleged herein, was acting within the course and scope of said agency.

JOINT EMPLOYERS

13. Plaintiff is informed and believes and thereon alleges that SkyAngels and Louise exercised control over Plaintiff's wages, hours and/or working conditions (start time, end time, etc.) such that they were joint employers.

14. Plaintiff is informed and believes and thereon alleges that SkyAngels and Louise are joint employers of Plaintiff. Given the amount of influence, control and direction SkyAngels and Louise exerted over Plaintiff's employment, SkyAngels and Louise were Plaintiff's co-employers.

JURISDICTION AND VENUE

15. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

16. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified

1 herein, occurred in the County of Sonoma and because Defendant SkyAngels owned and
2 operated their business in the County of Sonoma.

3 **DEFENDANTS DID NOT PROPERLY COMPENSATE PLAINTIFF**

4 17. While employed by Defendants, Plaintiff was paid a \$700.00 per day no matter
5 how many hours she worked. Plaintiff worked 8 or more hours per day, 5 days per week.

6 18. The employment by Defendants of Plaintiff is governed by Industrial Welfare
7 Commission Wage Order 9, which covers those persons employed in the transportation
8 industry.

9 19. This action is based on Defendants' willful misclassification of Plaintiff as an
10 independent contractor, giving rise to numerous violations of California labor law.

11 20. Under California law, non-exempt employees as defined by Wage Order 9, are
12 entitled to premium wages for overtime/double time worked.

13 21. At all times relevant herein, Plaintiff routinely worked overtime/double time
14 hours such that she was due pay at overtime/double time rates. Monies for unpaid
15 overtime/double time remain due and owing.

16 22. As a result of Defendants' failure to pay Plaintiff at required overtime/double
17 time rates, the wage statements issued to her did not comply with *Labor Code* §226 and
18 California Industrial Welfare Commission ("IWC") Wage Order 9 in that they did not
19 accurately reflect all wages earned and due and owing.

20 23. As a further result of Defendants' failure to pay Plaintiff at required
21 overtime/double time rates, when Plaintiff left their employ, she was not timely paid all wages
22 due her, as required by *Labor Code* §§ 201, 202 and Wage Order 9.

23 24. Defendants failed to afford Plaintiff meal breaks.

24 25. Defendants failed to afford Plaintiff rest breaks.

25 26. Defendants failed to reimburse Plaintiff for her necessary business expenses.

26 27. Defendants failed to afford Plaintiff a uniform maintenance allowance.

27 28. Defendants failed to provide Plaintiff with days of rest.

28 29. Defendants failed to provide Plaintiff with timely wages.

1 30. Defendants failed to pay Plaintiff for all hours worked.
2 31. Defendants failed to provide Plaintiff with her requested employment records.
3 32. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
4 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
5 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
6 amend this Complaint once she completes and complies with the provisions under the law.
7

8 **FIRST CAUSE OF ACTION**

9 **WILLFUL MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR**

10 **(Wage Order No. 9 By Plaintiff Against all Defendants and Does 1-100)**

11 33. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 34. SkyAngels misclassified Plaintiff as an independent contractor rather than as an
14 employee in violation of IWC Wage Order No. 9, for its own financial benefit.

15 35. IWC Wage Order No. 9, Section 2 defines “employ” as meaning to engage,
16 suffer, or permit to work.

17 36. Labor Code § 2750.5 provides in pertinent part: “Proof of independent
18 contractor status includes satisfactory proof of these factors:

19 a. That the individual has the right to control and discretion as to the
20 manner of performance of the contract for services in that the result of the work and
21 not the means by which it is accomplished is the primary factor bargained for;

22 b. That the individual is customarily engaged in an independently
23 established business; and

24 c. That the individual's independent contractor status is bona fide and not a
25 subterfuge to avoid employee status. A bona fide independent contractor status is
26 further evidenced by the presence of cumulative factors such as substantial
27 investment other than personal services in the business, holding out to be in business
28 for oneself, bargaining for a contract to complete a specific project for
compensation by project rather than by time, control over the time and place the

1 work is performed, supplying the tools and instrumentalities normally and
2 customarily provided by employees, hiring employees, performing work that is not
3 ordinarily in the course of the principal's work performing work that requires 'a
4 particular skill holding a license pursuant to the Business and Professions Code, the
5 intent by the parties that the work relationship is of an independent contractor status,
6 or that the relationship is not severable or terminable at will by the principal but
7 gives rise to an action for the breach of contract."

8 37. Defendants, as a matter of company policy and procedure, willfully
9 misclassified Plaintiff as an "independent contractor" to avoid the payment of wages and other
10 benefits in violation of the Labor Code and IWC Wage Order No. 9 and acted as if they had the
11 right to and, in fact, did control the work performed by, and/or the manner and/or means in
12 which the work was performed by Plaintiff.

13 38. Additionally, Plaintiff performed work as a flight attendant that was within the
14 usual course of Defendants' business.

15 39. Under Labor Code § 226.8, it is unlawful for any person or employer to engage
16 in the "willful misclassification" of an individual as an independent contractor. "Willful
17 misclassification" is defined as "avoiding employee status for an individual by voluntarily and
18 knowingly misclassifying that individual as an independent contractor." Labor Code
19 §226.8(i)(4).

20 40. Pursuant to Cal. Labor Code §558.1:

21 (a) Any employer or other person acting on behalf of an employer, who
22 violates, or causes to be violated, any provision regulating...hours and days of
23 work in any order of the Industrial Welfare Commission, or violates, or causes
24 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
25 such violation.

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

3 (c) Nothing in this section shall be construed to limit the definition of
4 employer under existing law.

5 41. Steffany and James are persons acting on behalf of SkyAngels and are therefore
6 liable to Plaintiff as employers. Steffany and James caused the laws relating to
7 overtime/double time to be violated. Plaintiff complained to Steffany about the wage and hour
8 violations, but nothing was done to rectify the wage and hour violations.

9 42. Defendants' practice was unlawful and entitles Plaintiff to recover in a civil
10 action a civil penalty between \$5,000 and \$25,000 in accordance with Labor Code § 226.8(b)-
11 (c), as well as the appropriate withholding of federal, state, and local income taxes based upon
12 a flat withholding rate for supplemental wage payments in accordance with Treas. Re. §§
13 31.3402(g)-1(a)(2) as amended or supplemented, and any corresponding state or local law, and
14 the Plaintiff's share of FICA, Medicare, and state and local employment taxes that were
15 improperly not paid by Defendants as a result of the unlawful “independent contractor”
16 classification.

17 43. Additionally, employers who violate the new law are required to post a
18 “prominent” notice on their public website, or in an area accessible to all employees and the
19 general public, stating, among other things, that they have “committed a serious violation of the
20 law” by willfully misclassifying employees, and directing any other employees who feel they
21 have been misclassified to contact the Labor and Workforce Development Agency, pursuant to
22 Labor Code § 226.8(e).

23 44. For Defendants' violation of Labor Code § 226.8, Plaintiff seeks civil penalties,
24 interest, attorneys' fees and costs, according to proof, and other remedies available pursuant to
25 Labor Code § 226.8.

26 45. Lastly, under Labor Code § 2753, paid advisors (excluding attorneys and
27 employees of the company) who “knowingly advise” employers to misclassify workers are
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1 jointly and severally liable for any penalties imposed on the employer as a result of the
2 misclassification.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

5 **(Labor Code §§510, 558, 1194, 1194.3, 1198 and Wage Order 9 By Plaintiff Against all**
6 **Defendants and Does 1-100)**

7 46. Plaintiff realleges and incorporates by reference all of the allegations set forth in
8 this Complaint.

9 47. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab.
10 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 9, Defendants were required to
11 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
12 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
13 hours on the seventh (7th) consecutive day of any work week. Further, Defendants were
14 required to compensate Plaintiff with premium pay for all double-time performed, for hours
15 worked in excess of twelve (12) hours per workday and for work in excess of eight hours on
16 any seventh day of a workweek.

17 48. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
18 who had not been paid overtime compensation could recover the unpaid balance of the full
19 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
20 fees and costs of suit.

21 49. California Labor Code section 510, subdivision (a), states in relevant part:
22 Any work in excess of 12 hours in one day shall be compensated at the rate of
23 no less than twice the regular rate of pay for an employee. In addition, any work
24 in excess of eight hours on any seventh day of a workweek shall be compensated
25 at the rate of no less than twice the regular rate of pay of an employee.

26 50. California Labor Code section 1198 provides,

27 The maximum hours of work and the standard conditions of labor fixed by the
28 commission shall be the maximum hours of work and the standard conditions

1 of labor for employees. The employment of any employee for longer hours than
2 those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.

4 51. Pursuant to IWC Wage Order No. 9-2001, § 3, "Employment beyond eight (8)
5 hours in any workday is permissible provided the employee is compensated for such overtime
6 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
7 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
8 workday..."

9 52. California Labor Code section 558 provides in pertinent part:

10 (a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the
13 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

14 (1) For any initial violation, fifty dollars (\$50) for each underpaid
15 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

16 (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was
18 underpaid in addition to an amount sufficient to recover underpaid
wages.

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

21 (c) The civil penalties provided for in this section are in addition to any
22 other civil or criminal penalty provided by law.

23 53. Pursuant to Cal. Labor Code §558.1:

24 (c) Any employer or other person acting on behalf of an employer, who
25 violates, or causes to be violated, any provision regulating...hours and days of
26 work in any order of the Industrial Welfare Commission, or violates, or causes
27 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
28 such violation.

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

5 (c) Nothing in this section shall be construed to limit the definition of
6 employer under existing law.

7 54. Steffany and James are persons acting on behalf of SkyAngels and are therefore
8 liable to Plaintiff as employers. Steffany and James caused the laws relating to
9 overtime/double time to be violated. Plaintiff complained to Steffany about the wage and hour
10 violations, but nothing was done to rectify the wage and hour violations.

11 55. Plaintiff worked 8 or more hours per day, between 5-7 days per week.
12 Throughout Plaintiff’s employment, Defendants failed and refused to pay and properly pay
13 overtime/double time compensation to Plaintiff as required by law.

14 56. At times, Plaintiff was required to work in excess of 12 hours per day. While
15 working for Louise, Plaintiff was required to be on-call 24/7. However, Plaintiff was never paid
16 for the hours she worked overtime/double time. Plaintiff was not paid overtime/double time
17 that was due to her.

18 57. This practice resulted in Defendants’ failure to pay Plaintiff overtime/double
19 time that she had earned.

20 58. The foregoing overtime/double time compensation is owed and unpaid. As a
21 direct and proximate result of Defendants’ failure and refusal to pay overtime/double time,
22 Plaintiff suffered damages in an amount within the jurisdiction of this Court, according to be
23 proof at trial.

24 59. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime/double
25 time wages against employers and those individuals acting in their behalf. Plaintiff requests
26 that this Court assess said penalty against Defendants in an amount to be proven at trial.
27
28

1 60. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
2 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
3 her attorneys' fees, costs and interest.

4 **THIRD CAUSE OF ACTION**

5 **FOR FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED**

6 **(Labor Code §§ 226.7, 512, IWC Wage Order 9 By Plaintiff Against all Defendants and**
7 **Does 1 through 100)**

8 61. Plaintiff realleges and incorporates by reference all of the allegations set forth in
9 this Complaint.

10 62. California Labor Code §226.7(a) prohibits an employer from requiring an
11 employee to work during any meal period mandated by an applicable Industrial Wage Order.
12 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
13 employee to work during a meal or rest break or recovery period mandated pursuant to an
14 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
15 Commission..."

16 63. California Labor Code §1198 makes unlawful the employment of an employee
17 under conditions the IWC prohibits.

18 64. IWC Wage Order No. 9 provides, in relevant part: "No employer shall employ
19 any person for a work period of more than five (5) hours without a meal period of not less than
20 30-minutes, except that when a work period of not more than six (6) hours will complete the
21 day's work the meal period may be waived by mutual consent of the employer and the
22 employee."

23 65. IWC Wage Order No. 9 further provides, in relevant part: "Unless the employee
24 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
25 'on duty' meal period and counted as time worked."

26 66. Section 512(a) of the California Labor Code provides, in relevant part, that:
27 An employer may not employ an employee for a work period of more than five
28 hours per day without providing the employee with a meal period of not less

1 than 30-minutes, except that if the total work period per day of the employee is
2 no more than six hours, the meal period may be waived by mutual consent of
3 both the employer and employee. An employer may not employ an employee for
4 a work period of more than 10 hours per day without providing the employee
5 with a second meal period of not less than 30-minutes, except that if the total
6 hours worked is no more than 12 hours, the second meal period may be waived
7 by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

9 67. The Labor Code and Wage Order provisions cited above require California
10 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
11 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
12 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
13 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
14 the fifth hour of their shifts.

15 68. Defendants violated Labor Code § 512 and IWC Wage Order No. 9 by failing to
16 provide Plaintiff with the requisite 30-minute meal periods, required by law. Plaintiff was not
17 afforded any meal breaks when in the presence of Louise. Plaintiff was with Louise the
18 majority of the time and she rarely had meal breaks.

19 69. Pursuant to Cal. Labor Code §558.1:

20 (e) Any employer or other person acting on behalf of an employer, who
21 violates, or causes to be violated, any provision regulating...hours and days of
22 work in any order of the Industrial Welfare Commission, or violates, or causes
23 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
24 such violation.

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

1 (c) Nothing in this section shall be construed to limit the definition of
2 employer under existing law.

3 70. Steffany and James are persons acting on behalf of SkyAngels and are therefore
4 liable to Plaintiff as employers. Steffany and James caused the laws relating to
5 overtime/double time to be violated. Plaintiff complained to Steffany about the wage and hour
6 violations, but nothing was done to rectify the wage and hour violations.

7 71. Defendants further violated IWC Wage Order No. 9 and Labor Code
8 § 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate
9 of pay for each work day that the meal period was not provided, in the amount of at least
10 \$56,000, according to proof. This amount remains owed and unpaid.

11 72. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
12 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
13 § 226.7(b).

14 73. As a direct and proximate result of Defendants' unlawful conduct as alleged
15 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
16 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
17 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants'
18 violations of the California Labor Code and IWC Wage Order No. 9.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 **(Labor Code §226.7– By Plaintiff Against all Defendants Does 1 through 100)**

22 74. Plaintiff realleges and incorporates by reference all of the allegations set forth in
23 this Complaint.

24 75. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall
25 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
26 per four hours of work, or major fraction thereof.

27 76. Labor Code § 226.7 and IWC Wage Order No. 9 provide that if an employer
28 fails to provide an employee with rest periods in accordance with those provisions, the

1 employer shall pay the employee one hour of pay at the employee's regular rate of
2 compensation for each workday that the rest periods were not so provided.

3 77. Pursuant to Cal. Labor Code §558.1:

4 (g) Any employer or other person acting on behalf of an employer, who
5 violates, or causes to be violated, any provision regulating...hours and days of
6 work in any order of the Industrial Welfare Commission, or violates, or causes
7 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
8 such violation.

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

13 (c) Nothing in this section shall be construed to limit the definition of
14 employer under existing law.

15 78. Steffany and James are persons acting on behalf of SkyAngels and are therefore
16 liable to Plaintiff as employers. Steffany and James caused the laws relating to
17 overtime/double time to be violated. Plaintiff complained to Steffany about the wage and hour
18 violations, but nothing was done to rectify the wage and hour violations.

19 79. Defendants have intentionally and improperly denied rest periods to Plaintiff in
20 violation of Labor Code § 226.7 and IWC Wage Order No. 9.

21 80. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

22 81. At all times relevant hereto, Defendants failed to provide rest periods as required
23 by Labor Code § 226.7 and IWC Wage Order No. 9.

24 82. By virtue of Defendants’ unlawful failure to provide rest periods to the Plaintiff,
25 Plaintiff has suffered, and will continue to suffer, damages in an amount within the jurisdiction
26 of this Court, according to proof at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO MAINTAIN AND ISSUE ACCURATE WAGE STATEMENTS**

3 **(Labor Code §226 By Plaintiff Against all Defendants and Does 1 through 100)**

4 83. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 84. At all times relevant hereto, Defendants failed to issue payrolls statements to
7 Plaintiff which complied with *Labor Code* § 226. Defendants did not provide Plaintiff with
8 payroll statements that properly and accurately itemized the number of hours Plaintiff worked
9 at the effective regular rates of pay and the effective overtime/double time rates of pay and for
10 meal/rest breaks not afforded, days of rest and for all hours worked.

11 85. Defendants knowingly and intentionally failed to comply with *Labor Code*
12 §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs
13 expended calculating the actual hours worked and the amount of employment taxes which were
14 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
15 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
16 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to
17 *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

18 86. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
19 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).
20

21 **SIXTH CAUSE OF ACTION**

22 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

23 **(Labor Code §§201-203 By Plaintiff Against all Defendants and Does 1 through 100)**

24 87. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 88. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
27 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
28 from employment, unpaid wages are due and payable within 72 hours of resignation.

1 89. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
2 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
3 paid, not to exceed thirty days.

4 90. Plaintiff was constructively discharged from Defendants' employ and
5 Defendants willfully failed to pay Plaintiff overtime/double time, for meal/rest breaks not
6 afforded, for days of rest and for all hours worked.

7 91. Defendants constructively terminated Plaintiff on July 1, 2024, yet failed to pay
8 her wages due to her.

9 92. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
10 she was not timely paid, not to exceed 30 days' wages.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 **(Cal. Labor Code §2802 By Plaintiff Against all Defendants and Does 1 through 100)**

14 93. Plaintiff realleges and incorporates by reference all of the allegations set forth in
15 this Complaint.

16 94. Labor Code §2802 requires employers to indemnify employees for all necessary
17 expenditures incurred by employees in the discharge of her duties.

18 95. At all times relevant herein, Defendants were aware that Plaintiff was using her
19 personal vehicle for business, but failed to indemnify Plaintiff for all her business-related
20 expenses, including wear and tear expenses, in accordance with Labor Code §2802.

21 96. As a result of Defendants' conduct, Plaintiff suffered damages in an amount,
22 subject to proof, to the extent she was not reimbursed for all of her business-related expenses
23 incurred in the discharge of her duties.

24 97. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
25 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

26 **EIGHTH CAUSE OF ACTION**

27 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

28 **(Cal. Labor Code §2802 By Plaintiff Against all Defendants and Does 1 through 100)**

1 98. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 99. Under California law, if an employer requires non-exempt employees to wear a
4 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
5 §2802.

6 100. In addition to the cost of the uniform, the employer must provide non-exempt
7 employees with reasonable maintenance of the uniforms. The employer can either maintain the
8 uniform itself, or pay the employee a weekly maintenance allowance.

9 101. An employer may never impose a financial burden on employees, with respect
10 to purchasing or maintaining clothing, which would reduce the employees' wage rate below the
11 minimum wage.

12 102. Here, Plaintiff purchased clothing for her work, but was not reimbursed
13 therefor.

14 103. Defendants failed to reimburse Plaintiff for the necessary clothing she purchased
15 for work nor pay Plaintiff a weekly maintenance allowance.

16 104. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
17 entitled to recovery from Defendants for reimbursement of necessary expenditures including
18 interest and attorneys' fees.

19 105. As a proximate result of the aforementioned violations of Labor Code § 2802,
20 Plaintiff has been damaged in an amount according to proof at the time of trial.

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE DAY OF REST**

23 **(Cal. Labor Code §§ 551, 552 By Plaintiff Against all Defendants and Does 1 through 100)**

24 106. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 107. Labor Code section 551 states: "Every person employed in any occupation of
27 labor is entitled to one day's rest therefrom in seven."
28

108. Labor Code section 552 states in part: “No employer of labor shall cause his employees to work more than six days in seven....”

109. Wage Order No. 9 requires employers to pay employees one and one-half times their regular rate of pay for the first eight hours worked on the seventh consecutive day of work in any workweek, and twice their regular rate for hours worked in excess of eight on the seventh day.

110. At times, Plaintiff worked 7 days per week.

111. Defendants knowingly and intentionally failed to pay Plaintiff premium pay for working seven consecutive days as required by Labor Code sections 551 and 552 and Wage Order 9.

112. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff has suffered monetary damages in an amount equal to her unpaid wages for work performed during seven consecutive work days, pursuant to Labor Code sections 551 and 552 and Wage Order 9, plus interest thereon pursuant to Labor Code 218.6.

113. Plaintiff further is entitled to recover from Defendants additional sums as a penalty, pursuant to Labor Code section 558 equal to fifty dollars (\$50) per unpaid pay period for Defendant's initial violation, and one hundred dollars (\$100) per unpaid pay period for each subsequent violation, in addition to the underpaid wages from each pay period.

114. In addition, Plaintiff has retained the services of an attorney to maintain and prosecute this action and these attorneys are entitled to recover fees and costs incurred on Plaintiff's behalf pursuant to Labor Code section 218.5.

TENTH CAUSE OF ACTION

FAILURE TO PAY TIMELY WAGES

(Cal. Labor Code §§ 204, 210 By Plaintiff Against all Defendants and Does 1 through 100)

115. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

116. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays.” Weekly or bi-weekly (every two weeks)
2 payroll must be paid within seven (7) days of the end of the pay period in which the wages
3 were earned (Labor Code §§ 204(a), 204(b)). Pursuant to Labor Code § 204(d), these
4 requirements are “deemed satisfied by the payment of wages for weekly, biweekly or
5 semimonthly payroll if the wages are paid not more than seven calendar days following the
6 close of the payroll period.

7 117. Defendants scheduled, required, suffered, and/or permitted Plaintiff to work
8 during pay periods, and did not compensate Plaintiff for her work within seven days of the
9 close of payroll.

10 118. Defendants paid Plaintiff sporadically. On one occasion, Plaintiff was paid 37
11 days after her last flight. Further, on another occasion, it took 53 days for Plaintiff to be paid by
12 Defendants. Thus, Plaintiff did not receive her wages in a timely manner as required by Labor
13 Code § 204.

14 119. Further, due to Defendants’ failure to pay Plaintiff for overtime wages/double
15 time, minimum wages, and meal/rest period premiums owed, for days of rest and for all hours
16 worked, Defendants violated Labor Code § 204 by failing to pay all wages due within seven
17 (7) days of the close of the payroll period on a regular and consistent basis. *See Parson v.*
18 *Golden State FC, LLC*, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding that a
19 failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204).

20 120. Labor Code § 210 provides that “in addition to, an entirely independent and
21 apart from, any other penalty provided in this article, every person who fails to pay the wages
22 of each employee as provided in Sections...204...shall be subject to a civil penalty as follows:
23 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee;
24 (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
25 (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.”
26 As a result of violations describe above, Plaintiff is entitled to recover penalties under Labor
27 Code § 210.

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ELEVENTH CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED

(Cal. Labor Code §§ 204; IWC Wage Order No. 9 By Plaintiff against all Defendants and Does 1 through 100)

121. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

122. At all times relevant to this action, Plaintiff was employed by Defendants within the meaning of the California Labor Code.

123. California Labor Code section 204 requires an employer, such as Defendants, to pay employees for all work performed on the job.

124. Section 4 of IWC Wage Order No. 9 requires that employers pay employees for all hours worked, including time spent for training.

125. Pursuant to Cal. Labor Code §558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating...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...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.

(c) Nothing in this section shall be construed to limit the definition of employer under existing law.

126. Steffany and James are persons acting on behalf of SkyAngels and are therefore liable to Plaintiff as employers. Steffany and James caused the laws relating to overtime/double time to be violated. Plaintiff complained to Steffany about the wage and hour violations, but nothing was done to rectify the wage and hour violations.

127. At all times relevant herein, Defendants were required to compensate Plaintiff for all hours worked pursuant to the IWC Wage Order No. 9, and Cal. Labor Code §§200, 223, 226, 500, 510, 1197, 1198.

128. Plaintiff was required to attend training at a cost of \$6,700.00 for approximately one month. Further, there was no guarantee provided by Defendants that once the training was completed, Plaintiff would have been hired. By requiring Plaintiff to attend mandatory training without compensation for both the cost thereof and the time spent training, Defendants have willfully violated the provisions of California Labor Code section 204.

129. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff for all hours worked.

130. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to repayment of the amounts unlawfully not paid, in an amount to be ascertained at the trial of the matter according to proof, plus interest thereon and attorneys' fees pursuant to California Labor Code Sections 218.5 and costs pursuant to Labor Code Section 218.6.

TWELFTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code §1198.5 By Plaintiff Against Defendant SkyAngels and Does 1 through 100)

131. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

132. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days

1 from the date the employer receives a written request, unless the current or
2 former employee, or his or her representative, and the employer agree in writing
3 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
4 date does not exceed 35 calendar days from the employer's receipt of the written
5 request to inspect the records. Upon a written request from a current or former
6 employee, or his or her representative, the employer shall also provide a copy of
7 the personnel records,... later than 30 calendar days from the date the employer
8 receives the request...

9 (k) If an employer fails to permit a current or former employee, or his or her
10 representative, to inspect or copy personnel records within the times specified I
11 this section... the current or former employee may recover a penalty of seven
12 hundred fifty dollars (\$750) from the employer.

13 (1) A current or former employee may also bring an action for injunctive relief
14 to obtain compliance with this section, and may recover costs and reasonable
15 attorney's fees in such an action.

16 133. Additionally, pursuant to Wage Order 4, at section 7 re: Records, employers are
17 required to keep accurate payroll records on each employee, and such records must be made
18 readily available for inspection by the employee upon reasonable request. The employer must
19 also maintain accurate production records.

20 134. On or about September 6, 2024, Plaintiff's counsel issued a written request to
21 SkyAngels for copies of her personnel records.

22 135. Under California Labor Code Sections 226, 432 and 1198.5, such records were
23 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
24 Plaintiff's counsel and SkyAngels did not enter into an agreement to enlarge the time for
25 SkyAngels's compliance, and SkyAngels has failed and refused to permit Plaintiff copies of her
26 records.

27 136. As a direct result and consequence of SkyAngels's failure and refusal to permit
28 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or

1 decree mandating SkyAngels's compliance. Plaintiff has suffered and will suffer harm as a
2 result of SkyAngels's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
3 penalty of \$750 based upon SkyAngels's violation of §1198.5.

4 **THIRTEENTH CAUSE OF ACTION**

5 **FOR UNFAIR COMPETITION**

6 **(Business & Professions Code §§ 17200 et seq. By Plaintiff Against all Defendants and**
7 **Does 1 through 100)**

8 137. Plaintiff realleges and incorporates by reference all of the allegations set forth in
9 this Complaint.

10 138. *Business & Professions Code* §§ 17200 et seq. prohibit acts of unfair
11 competition, which mean and include "unlawful and unfair business practices."

12 139. Defendants' conduct as alleged herein has been and continues to be unfair,
13 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
14 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff
15 is a "person" within the meaning of *Business and Professions Code* § 17204 and therefore has
16 standing to bring this suit for restitution.

17 140. The prompt payment of overtime/double time, affording of meal/rest breaks,
18 reimbursing business expenses, providing days of rest, timely payment of wages, paying for all
19 hours worked and providing a uniform maintenance allowance, are fundamental public policies
20 of California. It also is the public policy of California to enforce minimum labor standards to
21 ensure that employees are not required to or permitted to work under substandard and unlawful
22 conditions and to protect those employers who comply with the law from losing competitive
23 advantage to other employers who fail to comply with labor standards and requirements.

24 141. Through the conduct alleged herein, Defendants acted contrary to these public
25 policies and have thus engaged in unlawful and/or unfair business practices in violation of
26 *Business & Professions Code* §§ 17200 et seq., depriving Plaintiff of the rights, benefits and
27 privileges guaranteed to employees under California law.
28

1 142. Defendants regularly and routinely violated the following statutes and
2 regulations with respect to Plaintiff:

- 3 (a) *Labor Code* §226.8 (willful misclassification as an independent
4 contractor);
5 (b) *Labor Code* §§ 510, 511, 558, 1194 and 1198 and IWC Wage Order No.
6 9 as amended (failure to pay overtime/double time);
7 (c) *Labor Code* §226 (failure to afford meal breaks);
8 (d) *Labor Code* §226 (failure to afford rest breaks);
9 (d) *Labor Code* § 226 (failure to provide accurate wage statements to
10 employees at the time of payment of wages);
11 (e) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
12 (f) *Labor Code* § 2802 (failure to reimburse business expenses);
13 (g) *Labor Code* § 2802 (failure to pay a uniform maintenance allowance)
14 (h) *Labor Code* §§ 204, 210 (failure to pay timely wages);
15 (i) *Labor Code* §§ 551, 552 (failure to provide day of rest);
16 (j) *Labor Code* § 204 (failure to pay for all hours worked); and
17 (k) *Labor Code* §1198.5 (failure to allow inspection of employment
18 records).
19

20 143. By engaging in these business practices, which are unfair business practices
21 within the meaning of *Business & Professions Code* §§17200 *et seq.*, Defendants harmed
22 Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code* §
23 17203, Plaintiff is entitled to obtain restitution of these funds.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
26 and against Defendants, and each of them, as follows:

- 27 1. For compensatory damages in the amount of unpaid overtime/double time due to
28 Plaintiff, in an amount within the jurisdiction of this Court, according to proof;

2. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal and/or rest period was not provided;
3. For payment of unpaid wages in accordance with California labor and employment law;
4. For an award of consequential damages in Plaintiff's favor and against Defendants, in an amount to be proven at trial;
5. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
6. Pursuant to Labor Code § 203, for an additional sum according to proof equal of up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;
7. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to her respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
8. Premium pay for failure to provide a day of rest;
9. A declaratory judgment that Defendants violated *Cal. Lab. Code* § 204;
10. For compensatory damages in the amount of Plaintiff's out of pocket expenses and/or reimbursement of monies incurred while performing Defendant's business-related duties, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
11. For compensatory damages in the amount of Plaintiff's uniform maintenance expenses, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
12. For compensatory damages in the amount of unpaid wages due to failure to pay for all hours worked in accordance with California labor and employment law;
13. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
14. For prejudgment interest accrued on all due and unpaid overtime/double time from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;

1 15. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 226.8, 210,
2 according to proof;

3 16. For reasonable costs, including attorneys' fees, in an amount according to proof
4 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 218.6, 226.8, 1198.5(1), 2802 and/or
5 *Cal. Code of Civ. Proc.* §1021.5;

6 17. For an award of restitution of wages to Plaintiff in an amount equal to the
7 amount of wages owed and unpaid, according to proof;

8 18. For injunctive relief ordering the continuing unfair business acts and practices to
9 cease, as the Court deems just and proper;

10 19. For other injunctive relief ordering Defendants to notify Plaintiff that she has not
11 been paid the proper amounts in accordance with California law;

12 20. For injunctive relief requiring Defendant SkyAngels to comply with Labor Code
13 1198.5(b)(1);

14 21. For punitive and exemplary damages in a sum to be determined at trial; and

15 22. For such other and further relief as the Court deems just and proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff Colleen Codner Jaeger hereby respectfully requests a trial by jury for all claims
18 and issues raised in her Complaint that may be entitled to a jury trial.

19
20 LIPELES LAW GROUP, APC

21 Date: September 06, 2024

22
23 By: _____

24 Thomas H. Schelly
25 Attorneys for Plaintiff
26 Colleen Codner Jaeger
27
28