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17 *Attorneys for Plaintiff*

18 IN THE UNITED STATES DISTRICT COURT
19 DISTRICT OF ARIZONA

20 Sergiu A. Schipor, on behalf of himself and
21 all others similarly situated,

22 Plaintiff,

23 v.

24 Mesa Airlines, Inc., a Nevada corporation,

25 Defendant.

Case No.

COMPLAINT

[JURY TRIAL DEMANDED]

26 Plaintiff Sergiu A. Schipor (“Plaintiff”), individually and on behalf of all others
27 similarly situated, alleges the following for his Complaint against Defendant Mesa Airlines,
28 Inc. (“Defendant” or “Mesa Airlines”):

I. NATURE OF THE CASE

1
2 1. Plaintiff brings this action against Mesa Airlines for its failure to pay
3 minimum wage in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201–219
4 (“FLSA”) and the Arizona Wage Statute, A.R.S. §§ 23-350 – 23-355; 23-363 – 23-364.

5 2. This lawsuit is brought as a collective action under 29 U.S.C. § 216(b) to
6 recover unpaid minimum wage compensation, liquidated damages, and statutory penalties
7 resulting from Mesa Airlines’ violations of the FLSA. This lawsuit is also brought as a
8 class action under Federal Rule of Civil Procedure 23, to recover unpaid minimum wage
9 compensation, timely payment of wages, and treble damages resulting from Mesa Airlines’
10 violations of the Arizona Wage Statute. For both collective and class action purposes, the
11 proposed class consists of:

12 All Mesa Airlines pilots whose wages were withheld by Mesa
13 Airlines within the past three years as a result of entering into a
14 promissory note related to mandatory pilot training (the
“Pilots”).

15 3. For at least three years prior to the filing of this action (the “Liability Period”),
16 Mesa Airlines has knowingly and intentionally failed to pay its Pilots the statutorily required
17 minimum wage.

18 4. Mesa Airlines operates a regional airline based in Phoenix, Arizona.

19 5. Mesa Airlines hired Plaintiff and Pilots to operate its flights.

20 6. This compensation scheme was developed by Mesa Airlines to alter the
21 typical at-will nature of the employment relationship. Mesa Airlines requires Plaintiff and
22 Pilots, as a condition of their employment, to pay back to the company an amount promised
23 through a Promissory Note for mandatory pilot training if the Pilots do not remain employed
24 with Mesa Airlines for a minimum of twelve months. Mesa Airlines withholds all of the
25 Pilots’ wages for designated pay periods if they default on the Promissory Note and leave
26 the company’s employ.

1 7. Plaintiff, on behalf of himself and all those similarly situated Pilots, avers that
2 this policy constitutes a *de facto* deduction in violation of the FLSA’s requirement that Mesa
3 Airlines pay wages “free and clear” and “unconditionally.” Plaintiff seeks declaratory relief
4 and the recovery of both actually withheld wages and “conditionally paid” wages and
5 requests liquidated damages pursuant to Section 16(b) of the FLSA.

6 **II.**

7 **JURISDICTION AND VENUE**

8 8. This Court has jurisdiction over the subject matter and parties under 29 U.S.C.
9 § 216(b) and 28 U.S.C. § 1331.

10 9. Plaintiff’s state law claim is sufficiently related to the FLSA claim that it
11 forms part of the same case or controversy. This Court therefore has supplemental
12 jurisdiction over Plaintiff’s claims under the Arizona Wage Statute pursuant to 28 U.S.C. §
13 1367.

14 10. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) because Mesa Airlines
15 employed Plaintiff in this District; Mesa Airlines conducts business in this District; and all
16 or a substantial part of the events or omissions giving rise to the claims occurred in this
17 District.

18 **III. PARTIES**

19 11. At all relevant times, Plaintiff was employed by Mesa Airlines in Maricopa
20 County, Arizona. From December 2014 to on or around November 20, 2015, Plaintiff was
21 employed full-time by Mesa Airlines as a pilot.

22 12. Pursuant to 29 U.S.C. § 216(b), Plaintiff consents in writing to opt-in to this
23 lawsuit. Plaintiff’s Consent to Become a Party Plaintiff and Opt-In to Lawsuit is attached
24 as Exhibit A to this Complaint.

25 13. Defendant Mesa Airlines, Inc. is a Nevada corporation authorized to do
26 business in Arizona. Mesa Airlines is an employer as defined in 29 U.S.C. § 203(d), A.R.S.
27 § 23-350, and A.R.S. § 23-362.
28

1 14. Plaintiff and the Pilots are employees as defined in 29 U.S.C. § 203(e)(1), and
2 are non-exempt employees under 29 U.S.C. § 213(a)(1) and 29 C.F.R. part 541, A.R.S. §
3 23-350, A.R.S. § 23-362.

4 15. At all relevant times, Mesa Airlines has been engaged in interstate commerce
5 and has been an enterprise whose gross annual volume of sales made or business done is
6 greater than \$500,000.

7 **IV. FACTUAL BACKGROUND**

8 16. Mesa Airlines hires Plaintiff and Pilots to work as pilots for the airline in
9 Phoenix, Arizona.

10 17. Plaintiff was employed as a pilot for Mesa Airlines from December 2014 to
11 on or around November 20, 2015.

12 18. During his employment, Plaintiff earned \$22.18 per flight hour. He was also
13 entitled to a nontaxable per diem rate of pay for each per diem hour worked.

14 19. As a condition of his employment with Mesa Airlines, Plaintiff was required
15 to complete mandatory pilot training.

16 20. In addition, as a condition of his employment with Mesa Airlines, Plaintiff
17 was required to enter into a Jet Training Event Promissory Note with Mesa Airlines related
18 to the costs associated with the mandatory pilot training he was required to complete.
19 Exhibit B.

20 21. Pursuant to the Promissory Note, Plaintiff promised to pay Mesa Airlines a
21 sum of \$12,712.00, which amount was conditioned on him completing the mandatory pilot
22 training and remaining employed by Mesa Airlines for a requisite period of time. *Id.*

23 22. The Promissory Note provided Plaintiff a credit against the principal amount
24 of \$12,712.00 depending on the length of service he had with Mesa Airlines. *Id.*

25 23. Pursuant to the Promissory Note, Mesa Airlines indicated that it would offset
26 the unpaid balance of the Promissory Note owed to Plaintiff in the event Plaintiff leaves
27
28

1 employment prior to twelve months from the date of successful completion of the pilot
2 training program.

3 24. For example, if Plaintiff left employment with Mesa Airlines within one
4 month of successful completion of the pilot training program, he owed Mesa Airlines the
5 full \$12,712.00 amount from the Promissory Note. If Plaintiff left employment with Mesa
6 Airlines within ten to eleven months, he owed Mesa Airlines \$2,112.00. There was a sliding
7 scale based on the number of months of employment. *Id.*

8 25. In or around November 2015, Plaintiff notified Mesa Airlines that he would
9 be leaving its employ.

10 26. Plaintiff's employment with Mesa Airlines ended on November 20, 2015,
11 which was after eight to nine months of service as a pilot with Mesa Airlines.

12 27. According to the Promissory Note Plaintiff was required to enter into as a
13 condition of his employment, Mesa Airlines maintained that Plaintiff owed the company
14 \$4,232.00 for the mandatory pilot training. *Id.*

15 28. As a result of the amount promised under the Promissory Note, Mesa Airlines
16 did not pay Plaintiff any wages for his final pay period working as a pilot for the company
17 in or around November 2015. Rather, Mesa Airlines withheld approximately \$1,011.86 in
18 wages earned and paid him zero dollars for the final pay period of Plaintiff's employment.

19 29. Plaintiff's wages were not paid "free and clear" as required by the FLSA, and
20 Plaintiff's right to receive the requisite minimum wage cannot be waived.

21 30. Plaintiff's net pay for his final pay period that concluded with his separation
22 on November 20, 2015 was zero dollars, which is below the minimum wage.

23 31. Plaintiff discovered that Mesa Airlines was withholding all wages from his
24 final paycheck, including the minimum wage, by email and written correspondence dated
25 on or around December 21, 2015 and December 23, 2015 respectively. Exhibits C & D.

26 32. The duties, compensation, and training practices applicable to Plaintiff are
27 indicative of the similarly situated Pilots.

28

1 33. Mesa Airlines' improper policies and compensation practices applied to
2 Plaintiff and the similarly situated Pilots he will represent.

3 34. Mesa Airlines continuously recruits Pilots to fill open pilot positions, which
4 requires the Pilots, including Plaintiff, to complete mandatory pilot training.

5 35. Rather than simply pay for the Pilots' training, Mesa Airlines requires the
6 Pilots to enter into a Promissory Note with Mesa Airlines for thousands of dollars. The
7 amount owed from the promissory note is reduced in proportion to the length of months the
8 Pilots have been with Mesa Airlines and after twelve months of service the Pilots are no
9 longer indebted to the company under the Promissory Note.

10 36. However, many Pilots leave Mesa Airlines' employ before the twelve-month
11 period on the Promissory Notes expires. If that occurs, Mesa Airlines systemically reduces
12 the Pilots' wages and withholds payment of the minimum wage for their outstanding pay
13 periods at the time of separation.

14 37. For any Pilots who do not remain employed by the company for a minimum
15 of twelve months following completion of the mandatory pilot training, Mesa Airlines
16 refuses to pay the minimum wage for their final pay period.

17 38. Mesa Airlines has willfully violated and continues to willfully violate federal
18 and Arizona wage and hour statutes and regulations with the intent of altering the at-will
19 relationship of the Pilots by depriving them of compensation at the minimum wage if they
20 do not remain employed by Mesa Airlines for a requisite amount of time.

21 39. In fact, Mesa Airlines has been filing lawsuits against its Pilots, even after
22 withholding payment of the minimum wage, to recoup wages promised to the Pilots that
23 should have been paid free and clear to them regardless of the costs associated with training.

24 29 C.F.R. § 531.35.

25 40. This compensation scheme was intentionally designed by Mesa Airlines to
26 circumvent the requirements of the FLSA and Arizona Wage Statute and induce Pilots to
27 remain employed by Mesa Airlines for a minimum of twelve months.

28

V. COLLECTIVE ACTION ALLEGATIONS

1
2 41. Mesa Airlines’ illegal minimum wage practices were widespread with respect
3 to the proposed class. The failure to pay minimum wage was not the result of random or
4 isolated individual management decisions or practices. Mesa Airlines systematically elects
5 to reduce Pilots’ wages below the minimum wage if they do not work for more than twelve
6 months in relation to their mandatory pilot training.

7 42. Mesa Airlines’ minimum wage practices were routine and consistent.
8 Throughout the Liability Period, Pilots systematically had their wages reduced to below the
9 minimum wage. Although the issue of damages may involve individual calculations,
10 whether Mesa Airlines minimum wage practices violated the FLSA is a central liability
11 issue common to all Pilots.

VI. CLASS ACTION ALLEGATIONS

12
13 43. The state law claims under the Arizona Wage Statute are brought as a class
14 action under Federal Rules of Civil Procedure 23(a) and (b)(3). The class is defined in
15 paragraph 2 above.

16 44. Throughout the Liability Period, Mesa Airlines has employed a large number
17 of Pilots. The class is therefore so numerous that joinder of all members is impracticable.
18 Members of the class can readily be identified from business records maintained by Mesa
19 Airlines.

20 45. Proof of Mesa Airlines’ liability under the Arizona Wage Statute involves
21 factual and legal questions common to the class. Whether Mesa Airlines paid Pilots timely
22 payment of wages and minimum wage as required by A.R.S. §§ 23-350 – 23-355 and 23-
23 363 – 23-364 is a question common to all Pilots.

24 46. Like Plaintiff, all Pilots worked without being timely paid the statutorily
25 required minimum hourly wage. Plaintiff’s claim is therefore typical of the claims of the
26 class.

1 47. Plaintiff has no interest antagonistic to those of other Pilots, and has retained
2 attorneys who are knowledgeable in wage and hour and class action litigation. The interests
3 of Pilots are therefore fairly and adequately protected.

4 48. This action is maintainable as a class action under Rule 23(b)(3) because
5 questions of law or fact common to the Pilots predominate over any questions affecting only
6 individual members.

7 49. In addition, a class action is superior to other available methods for the fair
8 and efficient adjudication of the controversy. The Arizona Wage Statute recognizes that
9 employees who are denied their wages often lack the ability to enforce their rights against
10 employers with far superior resources. In addition, because the damages suffered by
11 individual class members may be relatively small, the expense and burden of individual
12 litigation makes it difficult for members of the class to individually redress the wrongs done
13 to them.

14 50. Plaintiff's Arizona Wage Statute claim is easily managed as a class action.
15 The issue of liability is common to all Pilots. Although the amount of damages may differ
16 by individual, they are objectively ascertainable and can be easily calculated.

17 **VII. COUNT ONE**

18 **(Failure to Pay Minimum Wage – Fair Labor Standards Act, 29 U.S.C. § 206)**

19 51. Plaintiff incorporates by reference all of the above allegations as though fully
20 set forth herein.

21 52. Plaintiff and Pilots were employees entitled to the statutorily mandated
22 minimum hourly wage. 29 U.S.C. § 203.

23 53. Mesa Airlines is an employer. 29 U.S.C. § 203.

24 54. Mesa Airlines failed to pay minimum wage to Plaintiff and Pilots during their
25 employment.

26 55. For example, Plaintiff received zero dollars for his pay check for the pay
27 period concluding on November 20, 2015.

28

1 56. Mesa Airlines' failure to pay minimum wage to Plaintiff and Pilots was
2 willful. Mesa Airlines knew Plaintiff and Pilots were not paid the required minimum wage
3 and had no reason to believe their failure to pay minimum wage was not a violation of the
4 FLSA.

5 57. Plaintiff and the Pilots are entitled to statutory remedies provided pursuant to
6 29 U.S.C. § 216(b), including but not limited to liquidated damages and attorneys' fees and
7 costs.

8 **VIII. COUNT TWO**

9 **(Failure to Pay Timely Wages Due – Arizona Wage Statute,**

10 **A.R.S. § 23-350 *et seq.*)**

11 58. Plaintiff incorporates by reference all of the above allegations as though fully
12 set forth herein.

13 59. Plaintiff and Pilots were employed by Mesa Airlines as defined by A.R.S. §
14 23-350(2).

15 60. Plaintiff performed services as a pilot for Mesa Airlines at its direction in
16 exchange for compensation.

17 61. Mesa Airlines improperly withheld Plaintiff's final paycheck and paid him
18 zero dollars for the final pay period he was employed.

19 62. Mesa Airlines was aware of its obligation to pay timely wages pursuant to
20 A.R.S. §§ 23-350 – 23-355.

21 63. Mesa Airlines was aware that it was obligated to pay all wages due to Plaintiff
22 and the Pilots.

23 64. Mesa Airlines failed to timely pay Plaintiff and the Pilots their wages due
24 without a good faith basis for withholding wages.

25 65. Mesa Airlines willfully failed and refused to timely pay wages due to Plaintiff
26 and the Pilots. As a result of Mesa Airlines' unlawful acts, Plaintiff and the Pilots are
27 entitled to the statutory remedies provided pursuant to A.R.S. § 23-355.
28

1 **IX. COUNT THREE**

2 **(Failure to Pay Minimum Wage – Arizona Minimum Wage Law,**
3 **A.R.S. § 23-362 et seq.)**

4 66. Plaintiff incorporates by reference all of the above allegations as though fully
5 set forth herein.

6 67. Plaintiff and the Pilots were employees entitled to minimum wage as defined
7 by A.R.S. § 23-362(A).

8 68. Mesa Airlines was an employer. A.R.S. § 23-362(B).

9 69. Mesa Airlines failed to pay Plaintiff any wages for his pay period ending
10 November 20, 2015 when his employment with the company ended.

11 70. As a result, Mesa Airlines paid Plaintiff less than \$8.05 per hour for hours
12 worked during the final pay period he was employed by Mesa Airlines.

13 71. Mesa Airlines is aware of its obligation to pay state minimum wages pursuant
14 to A.R.S. § 23-363.

15 72. Mesa Airlines failed to pay minimum wage as required by state law. A.R.S.
16 § 23-363.

17 73. Mesa Airlines has willfully failed to pay minimum wage due to Plaintiff and
18 the Pilots. As a result of Mesa Airlines' unlawful acts, Plaintiff and the Pilots are entitled
19 to the statutory remedies provided pursuant to A.R.S. § 23-364.

20 **X. REQUESTED RELIEF**

21 WHEREFORE, the Plaintiff, individually and on behalf of all others similarly
22 situated, prays:

23 A. For the Court to order Mesa Airlines to file with this Court and furnish
24 to Plaintiff's counsel a list of the names and addresses of all Mesa Airlines' Pilots from
25 across the State of Arizona who currently work or have worked as pilots within the last three
26 (3) years and had their paychecks withheld as a result of entering into a Promissory Note
27 related to training;

1 B. For the Court to authorize Plaintiff's counsel to issue notice at the
2 earliest possible time to all Mesa Airlines' Pilots from across the State of Arizona who
3 currently work or have worked as pilots within the last three (3) years and had their
4 paycheck withheld as a result of entering into a Promissory Note related to training,
5 informing them that this action has been filed and the nature of the action, and of their right
6 to opt into this lawsuit if they did not timely receive minimum wage as required by the
7 FLSA and the Arizona Wage Statute during the Liability Period;

8 C. For the Court to declare and find that Mesa Airlines committed one or
9 more of the following acts:

10 i. violated minimum wage provisions of the FLSA, 29 U.S.C. §
11 206, by failing to pay minimum wage to Plaintiff and persons similarly situated who opt
12 into this action;

13 ii. willfully violated minimum wage provisions of the FLSA, 29
14 U.S.C. § 206; and

15 iii. willfully violated the Arizona Wage Statute by failing to timely
16 pay all wages due to Plaintiff and those similarly situated, as well as willfully failing to pay
17 them the state minimum wage pursuant to A.R.S. §§ 23-350 *et seq.* and 23-362 *et seq.*;

18 D. For the Court to award compensatory damages, including liquidated
19 damages pursuant to 29 U.S.C. § 216(b) and/or treble damages pursuant to A.R.S. § 23-355,
20 to be determined at trial;

21 E. For the Court to award unpaid minimum wages, plus an additional
22 amount equal to twice the unpaid wages pursuant to A.R.S. § 23-364, to be determined at
23 trial;

24 F. For the Court to award restitution;

25 G. For the Court to award Plaintiff's reasonable attorneys' fees and costs
26 pursuant to 29 U.S.C. § 216(b), A.R.S. § 23-364 (G), and A.R.S. §§ 12-341 and 12-341.01;

27 H. For the Court to award pre- and post-judgment interest;

28

1 I. For the Court to award Plaintiff's resulting consequential damages, in
2 an amount to be proven at trial; and,

3 J. For such other monetary, injunctive, equitable, and declaratory relief
4 as the Court deems just and proper.

5 **JURY DEMAND**

6 Plaintiff demands a trial by jury on all issues so triable.

7
8 DATED: November 2, 2017.

9 BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.

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18 Attorneys for Plaintiff
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EXHIBIT A

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17 **IN THE UNITED STATES DISTRICT COURT**
 18 **DISTRICT OF ARIZONA**

19 Sergiu A. Schipor, on behalf of himself
 20 and all others similarly situated,

21 Plaintiff.

22 v.

23 Mesa Airlines, Inc., a Nevada corporation,

24 Defendant.

Case No.

**CONSENT TO BE A PARTY
 PLAINTIFF AND OPT-IN TO
 LAWSUIT**

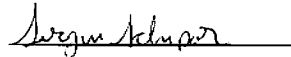
25 I, Sergiu A. Schipor, pursuant to 29 U.S.C. §§ 216(b) and 256, file this consent to
 26 be a party plaintiff and opt-in to this lawsuit. I was an employee who worked as a pilot for
 27 Defendant within the prior three years. During my employment with Defendant, I was not
 28 paid the statutorily required minimum wage.

...

...

1 I consent to opt-into this lawsuit and authorize counsel of record to pursue this
2 lawsuit on my behalf, along with all those similarly situated employees of Defendant who
3 I agree to represent. I consent to be a party plaintiff in this lawsuit and specifically
4 authorize counsel of record to file suit on my behalf and on behalf of all those similarly
5 situated.

6 DATED: 10/1/17


Sergiu Schipor

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EXHIBIT B



Jet Training Event Promissory Note

\$12,712.00

DATE: 12/17/14
Phoenix, Arizona

FOR VALUE RECEIVED, the undersigned, Sergiu Adrian Schipor ("Pilot"), in accordance with the Collective Bargaining Agreement made and entered into by Mesa Airlines, Inc., a Nevada Corporation and the airline pilots in the service of Mesa Airlines, as represented by the Airline Pilots Association International, hereby promises to pay to MESA AIRLINES, or order, the principal sum of TWELVE THOUSAND SEVEN HUNDRED TWELVE and no/100 DOLLARS (\$12,712.00), as provided below.

1. Pilot promises to pay to the order of Mesa Airlines at Phoenix, Arizona, the principal sum at the interest rate specified herein for unmatured amounts according to the terms of payment described herein. Interest on matured unpaid amounts shall accrue at the rate described herein. Demand or Notice For Payment shall be deemed to have been received by Pilot by Mesa Airlines placing in the U.S. Mail, a properly addressed Notice or Demand with sufficient postage which is addressed to the last address that pilot provided to Mesa Airlines in writing. Pilot will be given credit against the principal amount of the Note based on the length of service according to the schedule set forth below:

0 to 1 month	\$12,712.00
1 to 2 months	\$11,652.00
2 to 3 months	\$10,592.00
3 to 4 months	\$ 9,532.00
4 to 5 months	\$ 8,472.00
5 to 6 months	\$ 7,412.00
6 to 7 months	\$ 6,352.00
7 to 8 months	\$ 5,292.00
8 to 9 months	\$ 4,232.00
9 to 10 months	\$ 3,172.00
10 to 11 months	\$ 2,112.00
11 to 12 months	\$ 1,052.00

2. Pilot's obligations under this Note shall become enforceable upon execution, with straight line amortization calculated from the date Pilot completes his or her checkride. This Note shall be payable on demand. However, if Pilot voluntarily terminates his or her employment with Mesa Airlines upon no less than forty-five

- (45) days written notice, Mesa Airlines will forgive an amount equal to 50% of the amount of the Note than due. In the event Pilot upgrades or transitions prior to the expiration of this Note, this Note shall expire upon Pilot successfully completing Mesa Airlines' Pilot Training Program and, if necessary, executing a new Note. Interest on all amounts due hereunder will accrue at the rate of zero (0%) per annum before demand and ten (10%) percent per annum thereafter.
3. Pilot and every endorser and/or guarantor of this Note waive presentment, protest, demand, notice of non-payment, notice of dishonor, notice of protest, and all other notices with respect to this Note and any guaranty of this Note in the event this Note is not paid in accordance with the terms hereof.
 4. Pilot and every endorser and/or guarantor of this Note agree that any extension or postponement of the time of payment or any other indulgence by the holder of this Note, and/or the addition or release of any party primarily or secondarily liable hereunder may be made without notice or the consent of any Pilot, endorser or guarantor hereof and without prejudice to the holder of this Note and without releasing any Pilot, endorser or guarantor hereof, and that no delay or omission in the enforcement hereof, or of any guaranty hereof, or in the exercise of any right hereunder or under any guaranty hereof shall affect the liability of any Pilot, endorser or guarantor of this Note.
 5. Pilot and every endorser and/or guarantor hereof agree to pay, in addition to all other sums due hereunder, all costs and expenses of collection of this Note and/or enforcement of the same including reasonable attorney's fees, which shall not be less than twenty percent (20%) of the total amount unpaid hereon at the time of collection and/or enforcement should this Note be placed in the hands of an attorney (whether in-house or otherwise) for collection and/or enforcement, or is collected or enforced through bankruptcy, probate or other judicial proceeding.
 6. Pilot acknowledges that Mesa Airlines has the right to offset the unpaid balance of this Note against any compensation owed to Pilot in the event Pilot voluntarily leaves employment with Mesa Airlines prior to the expiration of twelve (12) months from the date of successful completion of Mesa Airlines' Pilot Training Program or prior to Pilot's payment of the outstanding balance of this Note.
 7. This Note constitutes the entire agreement between Pilot and Mesa Airlines, and may not be amended or modified unless such amendment or modification is in writing and signed by Pilot and Mesa Airlines.
 8. This Note shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of law. In any litigation in connection with or to enforce this Note, Pilot hereby irrevocably consents and confers personal jurisdiction on the courts of the County of

Maricopa in the State of Arizona, or on the United States Courts with jurisdiction over the County of Maricopa in the State of Arizona and expressly waives any objections as to venue in any such courts and agrees that service of process may be made on Pilot by mailing a copy of the Summons and Complaint by registered or certified mail, return receipt requested, to Pilot's address. Nothing contained herein shall, however, prevent Mesa from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.

9. Notwithstanding any provision contained herein to the contrary, the applicable rate of interest agreed to herein shall include the applicable interest rate herein, in accordance with the terms of this Note, plus any additional charges, costs and fees incident to this loan to the extent they are deemed to be interest under applicable Arizona law. Should the applicable rate of interest as calculated under this Note exceed that allowed by law, the applicable rate of interest will be the maximum rate of interest allowed by applicable law.
10. In the event that any one or more of the provisions of this Note shall, for any reason, be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note operate, or would prospectively operate, to invalidate this Note, then, and in any of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.
11. This Note is not intended to, and shall not be construed to, constitute a contract of employment for a definite period of time or otherwise after Pilot's at-will employment status with Mesa Airlines.

IN WITNESS WHEREOF, this Promissory Note has been executed on the date first appearing herein.

Sergiu Adrian Schipor
Printed Name

Sergiu Schipor
Signature

EXHIBIT C



12/21/2015

Attn: Sergiu A. Schipor

REDACTED

REDACTED

Via US Postal Service and E-mail

Re: Mesa Airlines, Inc. Pilot Training Debt

Dear Mr. Sergiu A. Schipor,

This letter addresses your promise to pay the unsettled debt for the Mesa Airlines, Inc. pilot training program in the principal amount of \$3,220.14 (see **attached promissory note**). Interest will keep accruing at 10% per annum, until this matter is fully resolved.

Unless you pay within the next *5 days*, we will automatically take further legal action and pursue collection until the debt is paid. If this matter proceeds to court we will request attorney fees and all associated court expenses in addition to the principal plus interest.

In addition to the above actions, your rehire status with the company will be designated as "ineligible" and such status and outstanding debt owed to the Company will be given on any job reference checks. Please contact Nicole Felipe in Human Resources or Gosia Ruderstaller in the Legal Department for any questions regarding this letter or how to settle your debt. Nicole's telephone number is (602)-685-3581 or she can be reached by email at Nicole.Felipe@mesa-air.com. Gosia's telephone number is (602)-685-4052 or she can be reached by email at Gosia.Ruderstaller@mesa-air.com.

Regards,

A handwritten signature in black ink that reads "Brian Gillman". The signature is written in a cursive style with a long horizontal line extending to the right.

Brian Gillman
EVP & General Counsel

EXHIBIT D

Felipe, Nicole <Nicole.Felipe@mesa-air.com>

To: REDACTED

Dec 23, 2015 at 10:33 AM

Dear Mr. Sergiu A. Schipor,

Please see attached document for details regarding your promissory note on unsettled debt for the Mesa Airlines, Inc. pilot training program. You have completed your check ride on **February 23, 2015** and your last day with the Company is on **November 20, 2015**, therefore you had 8- 9 months of service with Mesa Airlines, Inc. According to your promissory note, you owe the Company \$4,232.00, and after payroll deductions, your new total amount due is **\$3,220.14**.

Please let us know if you have any questions.

Thank you,

Nicole Felipe

HR Analyst

nicole.felipe@mesa-air.com

(O) 602.685.3581

Minutes Matter at Mesa - On Time Pays.

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff
(s): **Sergiu A. Schipor**

County of Residence: Outside the State of
Arizona

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Ty D Frankel
Bonnett Fairbourn Friedman & Balint, PC
2325 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
602-274-1100

Patricia N Syverson
Bonnett Fairbourn Friedman & Balint, PC
600 W. Broadway, Suite 900
San Diego, California 020191
619-756-7748

Defendant
(s): **Mesa Airlines, Inc.**

County of Residence: Outside the State of
Arizona

Defendant's Atty(s):

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff: - N/A
Defendant: - N/A

IV. Origin : **1. Original Proceeding**

710 Fair Labor Standards Act

V. Nature of Suit:

VI. Cause of Action: **29 U.S.C. §§ 201–219 violation of Fair Labor Standards Act for failure to pay minimum wage; A.R.S. § 23-350 et seq. for Failure to Pay Timely Wages Due – Arizona Wage Statute; A.R.S. § 23-362 et seq. failure to pay minimum wage - Arizona Minimum Wage Law**

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:
Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: /s. Ty D. Frankel

Date: 11/02/2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mesa Airlines Accused of Illegally Withholding Wages to Cover Pilot Training Costs](#)
