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13 Attorneys for Defendant
SKYWEST AIRLINES, INC.
14

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION
18

19 **TREMAINE WILSON and LAUREN
BECKER, individually, and on behalf of
20 other members of the general public
similarly situated, and as aggrieved
21 employees pursuant to the Private
Attorneys General Act (“PAGA”),**

22 **Plaintiffs,**

23 **v.**

24 **SKYWEST AIRLINES, INC., a Utah
25 corporation; and DOES 1 through 100,
inclusive,**

26 **Defendants.**
27
28

Case No. 3:19-cv-1491

**DEFENDANT’S NOTICE OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT PURSUANT
TO 28 U.S.C. §§ 1332(b), 1332(d),
1441(b), AND 1446**

[CAFA Jurisdiction]

1 PLEASE TAKE NOTICE THAT Defendant SkyWest Airlines, Inc. (“SkyWest”) hereby
2 removes this matter from the San Francisco Superior Court to the United States District Court for
3 the Northern District of California pursuant to 28 U.S.C. §§ 1332(b), 1332(d), 1441(b), and 1446.
4 The grounds for removal are as follows:

5 **Claims Asserted in Complaint**

6 1. On February 13, 2019, plaintiffs Tremaine Wilson and Lauren Becker
7 (“Plaintiffs”) filed a complaint for damages against SkyWest in San Francisco County Superior
8 Court, Case No. CGC-19-573737, entitled *Tremaine Wilson and Lauren Becker, et al. v. SkyWest*
9 *Airlines, Inc., et al.* (the “Complaint”). In the Complaint, Plaintiffs assert claims for: (1) unpaid
10 overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) waiting time
11 penalties; (5) penalties for non-compliant wage statements; (6) civil penalties for violations of
12 California’s Private Attorneys General Act (“PAGA”); and (7) unfair business practices. Compl.
13 at ¶¶ 49, 57, 65, 72, 78, 87, 92.

14 2. Plaintiffs purport to represent the following Class:

15 All individuals who worked for Defendants as Flight Attendants, or individuals
16 holding similar job positions, on any flight routes which either 1) caused the Flight
17 Attendant to remain within the state of California for a period of 3.5 or more hours
18 after commencing the Flight Attendant’s work day or 2) originated in California and
19 did not land in another state until over 3.5 hours after the Flight Attendant
20 commenced their work day, at any time during the period from four years prior to
21 the filing of this Complaint until the date of certification (“Class”). Compl. at ¶ 17.

22 3. Plaintiffs seek damages, unpaid wages, penalties, injunctive relief, and attorneys’
23 fees. Prayer for Relief at ¶ 1.

24 **Compliance with Statutory Requirements**

25 4. On February 20, 2019, Plaintiffs served SkyWest with the Summons and
26 Complaint. SkyWest’s removal of this action is therefore timely because it filed the instant
27 Notice of Removal within 30 days of the date Plaintiffs served it with the Complaint. 28 U.S.C. §
28 1446(b). In accordance with 28 U.S.C. § 1446(a), copies of Plaintiffs’ Summons and Complaint
are attached to this Notice of Removal as Exhibit A.

5. Under 28 U.S.C. § 1446(d), SkyWest will provide written notice of removal of this
action to Plaintiffs’ counsel and will promptly file a copy of this Notice of Removal and the

1 necessary, attendant documents with the Clerk of the San Francisco Superior Court. A copy of all
2 state-court orders are attached to this Notice of Removal as Exhibit B. A copy of Defendants’
3 Notice to State Court and Adverse Party of Removal from State Court to the United States
4 District Court of the Northern District of California (without exhibits) is attached to this Notice of
5 Removal as Exhibit C.

6 **Intradistrict Assignment**

7 6. Plaintiffs filed this case in the Superior Court of California, County of San
8 Francisco; therefore, this case may properly be removed to the San Francisco Division of the
9 Northern District of California. 28 U.S.C. § 1441(a).

10 **Jurisdiction—CAFA Jurisdiction**

11 7. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §
12 1332(d) (as amended by the Class Action Fairness Act of 2005, Pub L. No. 109-2, 119 Stat. 14
13 (“CAFA”)). Under Section 1332(d), federal courts have original diversity jurisdiction over a
14 class action whenever: (1) “any member of a [putative] class of plaintiffs is a citizen of a State
15 different from any defendant,” 28 U.S.C. § 1332(d)(2)(A), (2) “the matter in controversy exceeds
16 the sum or value of \$5,000,000, exclusive of interest and costs,” 28 U.S.C. § 1332(d)(2); and (3)
17 “the number of members of all proposed plaintiff classes in the aggregate is” more than 100, 28
18 U.S.C. § 1332(d)(2), (5)(B). All requirements are satisfied in this case.

19 **Plaintiffs and Defendant are Citizens of Different States**

20 8. In this matter, diversity of citizenship exists because Plaintiffs and SkyWest are
21 citizens of different states. *See* 28 U.S.C. § 1332(d)(2). Plaintiff Wilson and Plaintiff Becker are
22 both citizens of California. They both reside in California, Compl. ¶¶ 7–8, and they both report
23 California as their home addresses throughout their employment. SkyWest, on the other hand, is
24 a Utah corporation with its principal place of business in St. George, Utah. *See* 28 U.S.C. §
25 1332(c)(1); *Hertz Corp. v. Friend*, 559 U.S. 77 (2010) (holding that a corporation’s principal
26 place of business is its “nerve center,” which will normally be where it maintains its
27 headquarters). SkyWest’s headquarters and executive officers are located in St. George, Utah.
28 So, SkyWest is a citizen for diversity-jurisdiction purposes of Utah.

The Amount in Controversy Exceeds \$5,000,000

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2
3 9. Though SkyWest concedes neither liability on Plaintiffs' claims nor the propriety
4 or breadth of the purported Class as alleged by Plaintiffs, the Complaint places in controversy a
5 sum greater than \$5,000,000. *See generally* Compl.; 28 U.S.C. § 1332(d). Plaintiffs seek to
6 recover unpaid overtime, meal and rest premium pay, statutory waiting time penalties, statutory
7 wage statement penalties, civil penalties under PAGA, and attorneys' fees on behalf of
8 themselves and each of the purported class members. Compl. at ¶¶ 49, 57, 65, 72, 78, 87, 92, and
9 Prayer for Relief.

10 10. Plaintiff seeks to represent a class consisting of:

11 All individuals who worked for Defendants as Flight Attendants, or individuals
12 holding similar job positions, on any flight routes which either 1) caused the Flight
13 Attendant to remain within the state of California for a period of 3.5 or more hours
14 after commencing the Flight Attendant's work day or 2) originated in California and
15 did not land in another state until over 3.5 hours after the Flight Attendant
16 commenced their work day, at any time during the period from four years prior to
17 the filing of this Complaint until the date of certification ("Class"). Compl. at ¶ 17.

18 11. Because so many flights fly in and out of California, this purported Class can truly
19 reach Flight Attendants employed by SkyWest throughout the entire country. However, for
20 purposes of this removal petition, and for drawing very conservative estimates of the amounts put
21 in controversy for each claim, SkyWest relies on a group of all California domiciled Flight
22 Attendants employed by SkyWest from February 2015 until the present. There are 1,086 Flight
23 Attendants within this group.

24 12. The aggregate amount in controversy based on Plaintiffs' claims on behalf of the
25 putative class exceeds the amount-in-controversy threshold of \$5,000,000 necessary to establish
26 CAFA jurisdiction as follows:¹

27 13. First Claim for Relief: Failure to Pay Overtime: Plaintiffs' first claim for relief

28

¹ In alleging the amount in controversy for purposes of removal, SkyWest does not concede or acknowledge in any way that the allegations in Plaintiffs' Complaint are accurate or that Plaintiffs or any proposed class member are entitled to any amount under any claim or cause of action. Nor does SkyWest concede or acknowledge that any class may be certified, whether as alleged or otherwise, or that any or all of its current or former employees are entitled to any recovery in this case, or are appropriately included in the putative class.

1 seeks payment of overtime wages allegedly owed to them and members of the putative class
 2 under Labor Code § 510 and “the applicable IWC Wage Order.” Compl. at ¶¶ 41–49. They
 3 allege that, “During the relevant time period, Plaintiffs and class members worked in excess of
 4 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
 5 hours in a week without receiving overtime compensation therefor.” Compl. at ¶ 47. They
 6 further allege that SkyWest has a “policy and/or practice of employing compensation schemes,
 7 including, but not limited to, ‘block time’ structures, which did not compensate Flight Attendants
 8 for all work activities performed, such as time spent on the ground during flight changes.” *Id.*
 9 And because “Plaintiffs and class members worked shifts of eight (8) hours a day and/or (40)
 10 hours in a week,” they were allegedly not compensated at an overtime rate for these beyond-the-
 11 blocks work activities. *Id.*

12 14. Given Plaintiffs’ allegations that SkyWest’s policies and practices resulted in some
 13 weekly under-compensation of overtime, and based on very conservative assumptions, the
 14 amount placed in controversy by this overtime claim is **at least \$2,267,915.52**. SkyWest bases
 15 this calculation on the following conservative assumptions: (1) an average hourly block-time rate
 16 of \$26.77 for members of putative class, Decl. of Darcy McPhie in Support of Defendant’s Notice
 17 of Removal (“McPhie Decl.”) ¶2; (2) one hour of overtime per class member per week; and (3)
 18 over a period of only one year.² This estimate is very conservative as it underestimates the size of
 19 the putative class as described in ¶ 11, *supra*, and it underestimates the amount of weeks that each
 20 putative class member worked during the relevant limitations period. For example, based on data
 21 available to SkyWest, the average hourly block-time rate for the putative class is \$26.77. McPhie
 22 Decl. ¶ 2. Under the operative collective bargaining agreement, it would take Flight Attendants
 23 **five years** to reach that pay rate. Decl. of Kathy Makasian in Support of Defendant’s Notice of
 24 Removal (“Makasian Decl.”) ¶ 4; *see also* Makasian Decl., Ex. A. Therefore, many of the
 25 putative class members inevitably worked for SkyWest longer than one year during the relevant
 26 limitations period.

27
 28 ² \$26.77 x 1.5 = \$40.16 overtime rate x 1086 class members = \$43,613.76 x 52 weeks =
 \$2,267,915.52. McPhie Decl. ¶ 2.

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2 15. Second Claim for Relief: Failure to Provide Meal Periods: Plaintiffs’ second
3 claim for relief seeks premium wage payments for alleged meal period violations. Compl. at ¶¶
4 50–57. They allege that SkyWest “willfully required [them] and other class members to work
5 during meal periods and then failed to pay [them] all meal period premiums due pursuant to
6 California Labor Code section 226.7.” Compl. at ¶ 55. Given Plaintiffs’ allegations and based on
7 very conservative assumptions, the amount placed in controversy by this meal-premium claim is
8 **at least \$3,023,510.88**. SkyWest bases this calculation on the following conservative
9 assumptions: (1) an average hourly block-time rate of \$26.77 for members of the putative class,
10 McPhie Decl. ¶ 2; (2) two days of missed meal periods per class member per week; and (3) over a
11 period of only one year. As with all estimates in this Notice of Removal, these assumptions
12 underestimate the size of the putative class as described in ¶ 11, *supra*, and it underestimates the
13 amount of weeks that each putative class member worked during the relevant limitations period.

14 16. Third Claim for Relief: Failure to Provide Rest Periods: Plaintiffs’ third claim for
15 relief seeks premium wage payments for alleged rest period violations. Compl. at ¶¶ 58–65.
16 They alleged that SkyWest “required [them] and class members to work four (4) or more hours
17 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
18 worked.” Compl. at ¶ 62. And, “[a]s with meal periods, [SkyWest’s] failure to properly staff and
19 coordinate employees’ schedules lead to their being unable to take compliant rest breaks, even
20 where they had knowledge about their rest break rights.” *Id.* Given Plaintiffs’ allegations and
21 based on the same assumptions and calculations proposed for Plaintiffs’ meal-premium claim,
22 this rest-premium claim places in controversy **at least \$3,023,510.88**.

23 17. Fourth Claim for Relief: Waiting Time Penalties: Plaintiffs’ fourth claim for relief
24 seeks waiting time penalties under California Labor Code § 203 for SkyWest’s alleged willful
25 failure to pay class members who are no longer employed by SkyWest their earned overtime,
26 meal premiums, and rest premiums. Compl. at ¶¶ 66–72. Plaintiffs allege that this waiting-time-
27 penalty claim is “wholly derivative of and dependent upon the unpaid wage claims set forth for
28 unpaid overtime wages and unpaid meal and rest period premium wages.” Compl. at ¶ 67. Based

1 on data available to SkyWest, 245 California domiciled Flight Attendants have ended their
2 employment with SkyWest during the relevant three-year limitations period. *See* CAL. LAB.
3 CODE § 203(b); *Pineda v. Bank of America, N.A.*, 50 Cal. 4th 1389, 1398 (2010) (“[W]e conclude
4 there is but one reasonable construction: section 203(b) contains a single, three-year limitations
5 period governing all actions for section 203 penalties . . .”). Because Plaintiffs allege that
6 SkyWest’s policies and practices result in unpaid overtime and meal and rest premiums, SkyWest
7 assumes for purposes of calculating the amount set in controversy by this claim that all 245 of
8 these California domiciled Flight Attendants are entitled to at least one of the above categories of
9 unpaid wages. And because Plaintiffs allege that they and the Class have not yet been paid these
10 due and owing amounts, SkyWest assumes a maximum-duration penalty of 30 days. So, this
11 claim puts into controversy **at least \$1,574,076.00**. This amount is calculated based on an
12 average hourly block-time rate of \$26.77, McPhie Decl. ¶ 2, multiplied by 8 hours to receive the
13 average daily rate of \$214.16, multiplied by 30 days of unpaid wages, multiplied by 245
14 California domiciled Flight Attendants. *See* CAL. LABOR CODE § 203(a). This calculation
15 underestimates the number of Flight Attendants in the purported class who separated from
16 SkyWest during the relevant limitations period, as the class definition spans all Flight Attendants
17 who fly into or out of California, and not just those who are domiciled in California.

18 18. Fifth Claim for Relief: Non-Compliant Wage Statements: Plaintiffs’ fifth claim for
19 relief seeks wage-statement penalties for allegedly non-compliant wage statements under
20 California Labor Code § 226. Compl. at ¶¶ 73–78. Plaintiffs allege that “[t]he deficiencies
21 include, among other things, failing to state all wages owed or paid including but not limited to,
22 overtime wages and meal and rest period premium wages . . . and failing to accurately identify the
23 name and address of the legal entity that employed Plaintiffs and class members.” Compl. at ¶
24 75. Because Plaintiffs allege that the wage statements failed to identify the name and address of
25 the legal entity that employed Plaintiffs and class members—something independent of a specific
26 employee’s purported overtime and premium inaccuracies—SkyWest assumes for purposes of
27 calculating the amount put into controversy by this claim that all employees who received wage
28 statements during the relevant limitations period (from February 2018, forward), *see Falk v.*

1 *Children's Hospital Los Angeles*, 237 Cal. App. 4th 1454, 1469 (2015) (applying one-year
 2 limitations period to a wage-statement claim), received allegedly non-compliant ones for every
 3 pay period. Based on data available to SkyWest, there are 818 California domiciled Flight
 4 Attendants who received wage statements during the relevant limitations period. Of those 818
 5 Flight Attendants, 653 received wage statements for the entire limitations period. Flight
 6 Attendants get paid on a bi-weekly basis, and 28 wage statements have been issued during the
 7 limitations period, which began on February 13, 2018, one year before the complaint was filed.
 8 This claim therefore places in controversy an amount of **at least \$1,795,750.00**.³ This amount
 9 excludes the remaining 165 California domiciled Flight Attendants who received wage statements
 10 for some portion of the relevant limitations period and, thus, underestimates the actual amount in
 11 controversy based on Plaintiffs' allegations. This amount also excludes the Flight Attendants
 12 who are not domiciled in California, but who otherwise meet the class definition.

13 19. After totaling the amounts put in controversy by Plaintiffs' first through fifth
 14 claims, and accepting all allegations in Plaintiffs' Complaint as true for the purposes of this
 15 removal petition, there is **at least \$11,684,763.30** at stake.

16 20. This dispute plainly exceeds the minimum amount-in-controversy requirement for
 17 jurisdiction pursuant to CAFA.

18 Number of Proposed Class Members

19 21. The number of putative class members in the aggregate well exceeds 100. 28
 20 U.S.C. § 1332(d)(5)(B). As mentioned throughout this Notice of Removal, SkyWest's
 21 calculations are based on only a subset of 1,086 putative class members. This subset includes all
 22 California domiciled Flight Attendants who have worked for SkyWest at any point from February
 23 2015 until the present. Because the class definition also includes Flight Attendants who worked,
 24 regardless of domicile, at least 3.5 hours within California or worked a flight that originated in
 25 California and landed elsewhere at least 3.5 hours later, Flight Attendants from all around the
 26 country may be included in the class. This requirement is therefore satisfied.

27 ³ 28 wage statements x \$100 per non-compliant wage statement - \$50 for the first non-
 28 compliant wage statement = \$2,750 x 653 people who received all 28 wage statements =
 \$1,795,750.00. See CAL. LABOR CODE § 226(e)(1).

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WHEREFORE, the above-titled Action is hereby removed to this Court from the Superior Court of the State of California, County of San Francisco.

Dated: March 22, 2019

Respectfully submitted,

Jones Day

By: /s/ Amanda Sommerfeld

Amanda C. Sommerfeld

Counsel for Defendant
SKYWEST AIRLINES, INC.

EXHIBIT A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

SKYWEST AIRLINES, INC., a Utah corporation; and DOES 1 through 100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

TREMAINE WILSON and LAUREN BECKER (see attachment)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Francisco County Superior Court
400 McAllister St. San Francisco, CA 94102-4515

CASE NUMBER:
(Número del Caso): 19-573737

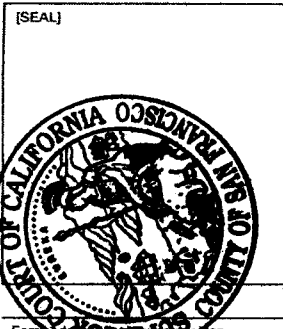
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
The Bainer Law Firm 1901 Harrison St., Ste. 1100 Oakland, CA 94612 510-922-1802

DATE:
(Fecha) FEB 13 2019

Clerk, by
(Secretario) CLERK OF THE COURT

Deputy
(Adjunto) DE LA VEGA-NAVARRO, Rossaly

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify): See Attachment
 - under: CCP 416.10 (corporation) CCP 416.60 (minor)
 - CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 - CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 - other (specify):
- 4. by personal delivery on (date):

BY FAX
ONE LEGAL LLC

SUM-200(A)

SHORT TITLE: Wilson v. SkyWest Airlines, Inc.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

TREMAINE WILSON and LAUREN BECKER, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA")

SUM-200(A)

SHORT TITLE: Wilson v. SkyWest Airlines, Inc.	CASE NUMBER:
--	--------------

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

SKYWEST AIRLINES, INC., a Utah corporation; and DOES 1 through 100, inclusive

FILED
San Francisco County Superior Court

FEB 13 2019

CLERK OF THE COURT
By: *[Signature]*
Deputy Clerk

1 Matthew R. Bainer, Esq. (SBN 220972)
2 **THE BAINER LAW FIRM**
3 1901 Harrison St., Suite 1100
4 Oakland, California 94612
5 Telephone: (510) 922-1802
6 Facsimile: (510) 844-7701
7 mbainer@bainerlawfirm.com

8 Attorneys for Plaintiffs Tremaine Wilson and Lauren Becker

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN FRANCISCO

11 TREMAINE WILSON and LAUREN
12 BECKER, individually, and on behalf of
13 other members of the general public
14 similarly situated, and as aggrieved
15 employees pursuant to the Private Attorneys
16 General Act ("PAGA"),

17 Plaintiff,

18 vs.

19 SKYWEST AIRLINES, INC., a Utah
20 corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.

23 Case No.:

CGC - 19 - 573737

24 **CLASS ACTION COMPLAINT &
25 ENFORCEMENT UNDER THE PRIVATE
26 ATTORNEYS GENERAL ACT,
27 CALIFORNIA LABOR CODE §§ 2698 ET
28 SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (6) Violation of Labor Code §§ 2698, et seq. ("PAGA"); and
- (7) Violation of California Business & Professions Code §§ 17200, et seq.

Jury Trial Demanded

BY FAX
ONE LEGAL LLC

1 Plaintiffs, individually and on behalf of all other members of the public similarly
2 situated, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure
5 section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial.

7 2. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, section 10. The statutes under which this action is brought do not
9 specify any other basis for jurisdiction.

10 3. This Court has jurisdiction over all Defendants because, upon information and
11 belief, Defendants are either citizens of California, have sufficient minimum contacts in
12 California, or otherwise intentionally avail themselves of the California market so as to render
13 the exercise of jurisdiction over them by the California courts consistent with traditional
14 notions of fair play and substantial justice.

15 4. Venue is proper in this Court because Defendants transact business in this
16 county and the acts and omissions alleged herein took place in this county.

17 5. California Labor Code sections 2699 et seq., PAGA, authorizes aggrieved
18 employees to sue directly for various civil penalties under the California Labor Code.

19 6. Plaintiffs timely provided notice on November 30, 2018 to the California Labor
20 and Workforce Development Agency ("LWDA") and to Defendants, pursuant to California
21 Labor Code section 2699.3.

22 **THE PARTIES**

23 7. Plaintiff Tremaine Wilson was a resident of California during the time period at
24 issue herein.

25 8. Plaintiff Lauren Becker was a resident of California during the time period at
26 issue herein.

27 9. Defendant SkyWest Airlines Inc. ("SkyWest") was and is, upon information
28 and belief, a Utah corporation and, at all times hereinafter mentioned, an employer whose

1 employees are engaged throughout this county, the State of California, or the various states of
2 the United States of America.

3 10. Plaintiffs are unaware of the true names or capacities of the Defendants sued
4 herein under the fictitious names DOES 1 through 100 but will seek leave of this Court to
5 amend the complaint and serve such fictitiously named Defendants once their names and
6 capacities become known.

7 11. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through
8 100 are the partners, agents, owners, shareholders, managers or employees of SkyWest at all
9 relevant times.

10 12. Plaintiffs are informed and believe, and thereon allege, that each and all of the
11 acts and omissions alleged herein were performed by, or are attributable to, SkyWest, and/or
12 DOES 1 through 100 (collectively "Defendants"), each acting as the agent, employee, alter
13 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
14 was acting within the course and scope of such agency, employment, joint venture, or
15 concerted activity with legal authority to act on the others' behalf. The acts of any and all
16 Defendants represent and were in accordance with Defendants' official policy.

17 13. At all relevant times, Defendants, and each of them, ratified each and every act
18 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all the other Defendants in proximately causing
20 the damages herein alleged.

21 14. Plaintiffs are informed and believe, and thereon allege, that each of said
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
23 omissions, occurrences, and transactions alleged herein.

24 **CLASS ACTION ALLEGATIONS**

25 15. Plaintiffs bring this action on their own behalf, as well as on behalf of each and
26 all other persons similarly situated, and thus, seeks class certification under California Code of
27 Civil Procedure section 382.

28 16. All claims alleged herein arise under California law for which Plaintiff seeks

1 relief authorized by California law.

2 17. Plaintiff's proposed class consists of and is defined as follows:

3 All individuals who worked for Defendants as Flight Attendants,
4 or individuals holding similar job positions, on any flight routes
5 which either 1) caused the Flight Attendant to remain within the
6 state of California for a period of 3.5 or more hours after
7 commencing the Flight Attendant's work day or 2) originated in
California and did not land in another state until over 3.5 hours
after the Flight Attendant commenced their work day, at any
time during the period from four years prior to the filing of this
Complaint until the date of certification ("Class").

8 18. Members of the Class will hereinafter be referred to as "class members."

9 19. Plaintiff reserves the right to redefine the Class and to add additional subclasses
10 as appropriate based on further investigation, discovery, and specific theories of liability.

11 20. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members, including, but not limited to:

13 (a) Whether Defendants required Plaintiffs and class members to
14 work off-the-clock without payment;

15 (b) Whether Defendants required Plaintiffs and class members to
16 work over eight (8) hours per day, over twelve (12) hours per day,
17 and/or over forty (40) hours per week and failed to pay legally
18 required overtime compensation to Plaintiffs and class members;

19 (c) Whether Defendants deprived Plaintiff and class members of
20 meal periods or required Plaintiff and class members to work during
21 meal periods without compensation;

22 (d) Whether Defendants deprived Plaintiff and class members of rest
23 periods or required Plaintiff and class members to work during rest
24 periods without compensation;

25 (e) Whether Defendants complied with wage reporting as required
26 by California Labor Code section 226(a);

27 (f) Whether Defendants failed to timely pay wages due to Plaintiff
28 and class members during their employment, including meal and rest

1 period premium wages;

2 (g) Whether Defendants failed to timely pay wages due to class
3 members upon their discharge, including meal and rest period
4 premium wages;

5 (h) Whether Defendants' failure to pay wages, without abatement or
6 reduction, in accordance with the California Labor Code, was willful
7 or reckless;

8 (i) Whether Defendants engaged in unfair business practices in
9 violation of California Business & Professions Code sections 17200,
10 *et seq.*; and

11 (j) The appropriate amount of damages, restitution, or monetary
12 penalties resulting from Defendants' violations of California law.

13 21. There is a well-defined community of interest in the litigation and the class is
14 readily ascertainable:

15 (a) Numerosity: The members of the class are so numerous that joinder of
16 all members would be unfeasible and impractical. The membership of
17 the entire class is unknown to Plaintiffs at this time; however, the class
18 is estimated to be over forty and the identity of such membership is
19 readily ascertainable by inspection of Defendants' employment records.

20 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
21 protect the interests of each class member with whom they have a well-
22 defined community of interest, and Plaintiffs' claims (or defenses, if
23 any) are typical of all Class Members' as demonstrated herein.

24 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
25 protect the interests of each class member with whom they have a well-
26 defined community of interest and typicality of claims, as demonstrated
27 herein. Plaintiffs acknowledge that they have an obligation to make
28 known to the Court any relationship, conflicts or differences with any

1 class member. Plaintiffs' attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and
3 settlement. Plaintiffs have incurred, and throughout the duration of this
4 action, will continue to incur costs and attorneys' fees that have been,
5 are and will be necessarily expended for the prosecution of this action
6 for the substantial benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class action
8 adjudication superior to other methods. A class action will achieve
9 economies of time, effort, and expense as compared with separate
10 lawsuits, and will avoid inconsistent outcomes because the same issues
11 can be adjudicated in the same manner and at the same time for the
12 entire class.

13 (e) Public Policy Considerations: Employers in the State of California
14 violate employment and labor laws every day. Current employees are
15 often afraid to assert their rights out of fear of direct or indirect
16 retaliation. Former employees are fearful of bringing actions because
17 they believe their former employers might damage their future
18 endeavors through negative references and/or other means. Class
19 actions provide the class members who are not named in the complaint
20 with a type of anonymity that allows for the vindication of their rights at
21 the same time as their privacy is protected.

22 GENERAL ALLEGATIONS

23 22. Defendants provide retail air transportation both throughout the State of
24 California and on a national basis and are purported to be one of the major airlines of the
25 United States.

26 23. Defendants employed Plaintiffs as a Flight Attendant within the State of
27 California until 2018.

28 24. Defendants continue to employ Flight Attendants at multiple airport locations

1 throughout California.

2 25. Plaintiffs are informed and believe, and thereon allege, that at all times herein
3 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
4 and advisors knowledgeable about California labor and wage law, employment and personnel
5 practices, and about the requirements of California law.

6 26. Plaintiffs are informed and believe, and thereon allege, that employees were not
7 paid for all hours worked because all hours worked were not recorded.

8 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and class members were entitled to receive certain wages
10 for overtime compensation and that they were not receiving certain wages for overtime
11 compensation.

12 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiff and other class members were entitled to receive all meal
14 periods or payment of one (1) additional hour of pay at Plaintiffs and other class members'
15 regular rate of pay when they did not receive a timely, uninterrupted meal period, and that
16 they did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs
17 and other class members' regular rate of pay when they did not receive a timely, uninterrupted
18 meal period.

19 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and other class members were entitled to receive all rest
21 periods or payment of one (1) additional hour of pay at Plaintiffs and other class members'
22 regular rate of pay when a rest period was missed, and that they did not receive all rest periods
23 or payment of one (1) additional hour of pay at Plaintiffs and other class members' regular
24 rate of pay when a rest period was missed.

25 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and other class members were entitled to receive complete
27 and accurate wage statements in accordance with California law. In violation of the California
28 Labor Code, Plaintiffs and other class members were not provided with complete and accurate

1 wage statements.

2 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and other class members were entitled to timely payment of
4 wages during their employment. In violation of the California Labor Code, Plaintiffs and
5 other class members did not receive payment of all wages, including, but not limited to meal
6 and rest period premium wages, within permissible time periods.

7 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that terminated class members were entitled to timely payment of wages
9 upon termination. In violation of the California Labor Code, terminated class members did
10 not receive payment of all wages, including, but not limited to meal and rest period premium
11 wages, within permissible time periods.

12 33. Plaintiffs are informed and believe, and thereon allege, that at all times herein
13 mentioned, Defendants knew or should have known that they had a duty to compensate
14 Plaintiffs and other members of the class, and that Defendants had the financial ability to pay
15 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiffs and other class members that they were properly denied wages, all in
17 order to increase Defendants' profits.

18 34. At all times herein set forth, PAGA was applicable to Plaintiffs' employment
19 by Defendants.

20 35. At all times herein set forth, PAGA provides that any provision of law under
21 the California Labor Code that provides for a civil penalty to be assessed and collected by the
22 LWDA for violations of the California Labor Code may, as an alternative, be recovered
23 through a civil action brought by an aggrieved employee on behalf of himself and other
24 current or former employees pursuant to procedures outlined in California Labor Code section
25 2699.3.

26 36. Pursuant to PAGA, a civil action under PAGA may be brought by an
27 "aggrieved employee," who is any person that was employed by the alleged violator and
28 against whom one or more of the alleged violations was committed.

1 37. Plaintiffs were employed by Defendants and the alleged violations were
2 committed against them during their time of employment and they are, therefore, aggrieved
3 employees. Plaintiffs and other employees are “aggrieved employees” as defined by
4 California Labor Code section 2699(c) in that they are all current or former employees of
5 Defendants, and one or more of the alleged violations were committed against them.

6 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
8 following requirements have been met:

9 (a) The aggrieved employee shall give written notice by certified
10 mail (hereinafter “Employee’s Notice”) to the LWDA and the
11 employer of the specific provisions of the California Labor Code
12 alleged to have been violated, including the facts and theories to
13 support the alleged violations.

14 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

15 39. On November 30, 2018 Plaintiffs provided written notice by certified mail to
16 the LWDA and to Defendants of the specific provisions of the California Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations,
18 pursuant to California Labor Code section 2699.3. Defendants have failed to cure any of the
19 alleged violations.
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1 of pay.

2 46. California Labor Code section 510 codifies the right to overtime compensation
3 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
4 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
5 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
6 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
7 of work.

8 47. During the relevant time period, Plaintiffs and class members worked in excess
9 of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
10 (40) hours in a week without receiving overtime compensation therefor. For one example,
11 during the relevant time period, Defendants had a policy and/or practice of employing
12 compensation schemes, including, but not limited to, “block time” structures, which did not
13 compensate Flight Attendants for all work activities performed, such as time spent on the
14 ground during flight changes. Because Plaintiffs and class members worked shifts of eight (8)
15 hours a day and/or forty (40) hours in a week, some of this uncompensated work time
16 qualified for overtime premium.

17 48. Defendants’ failure to pay Plaintiffs and class members the unpaid balance of
18 overtime compensation, as required by California law, violates the provisions of California
19 Labor Code sections 510 and 1198, and is therefore unlawful.

20 49. Pursuant to California Labor Code section 1194, Plaintiffs and class members
21 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and
22 attorneys’ fees.

23 **SECOND CAUSE OF ACTION**

24 **Violations of California Labor Code §§ 226.7 and 512(a)—Unpaid Meal Period**

25 **Premiums**

26 **(Against All Defendants)**

27 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
28 and every allegation set forth above.

1 51. At all relevant times herein set forth, the applicable California Industrial
2 Welfare Commission (IWC) Wage Order(s) and California Labor Code sections 226.7 and
3 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants
4 and each of them.

5 52. At all relevant times herein set forth, California Labor Code section 226.7
6 provides that no employer shall require an employee to work during any meal period
7 mandated by an applicable order of the California Industrial Welfare Commission (IWC).

8 53. At all relevant times herein set forth, California Labor Code section 512(a)
9 provides that an employer may not require, cause, or permit an employee to work for a period
10 of more than five (5) hours per day without providing the employee with a meal period of not
11 less than thirty (30) minutes, except that if the total work period per day of the employee is
12 not more than six (6) hours, the meal period may be waived by mutual consent of both the
13 employer and the employee.

14 54. During the relevant time period, Plaintiffs and other class members scheduled
15 to work for a period of time no longer than six (6) hours, and who did not waive their legally
16 mandated meal periods by mutual consent, were required to work for periods longer than five
17 (5) hours without a meal period of not less than thirty (30) minutes.

18 55. During the relevant time period, Defendants willfully required Plaintiffs and
19 other class members to work during meal periods and then failed to pay Plaintiffs and other
20 class members all meal period premiums due pursuant to California Labor Code section 226.7.

21 56. Defendants' conduct violates applicable Industrial Welfare Commission (IWC)
22 Wage Order(s), and California Labor Code sections 226.7 and 512(a).

23 57. Pursuant to the applicable Industrial Welfare Commission (IWC) Wage
24 Order(s) and California Labor Code section 226.7(b), Plaintiffs and other class members are
25 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
26 hourly rate of compensation for each work day that the meal period was not provided.

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THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7—Unpaid Rest Period Premiums

(Against All Defendants)

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4 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 59. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code section 226.7 were applicable to Plaintiffs' and class members'
8 employment by Defendants.

9 60. At all relevant times, California Labor Code section 226.7 provides that no
10 employer shall require an employee to work during any rest period mandated by an applicable
11 order of the California IWC.

12 61. At all relevant times, the applicable IWC Wage Order provides that “[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period” and that the “rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof” unless the total daily work time is less than three and one-half
17 (3½) hours.

18 62. During the relevant time period, Defendants required Plaintiffs and class
19 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
20 rest period per each four (4) hour period worked. As with meal periods, Defendants failure to
21 properly staff and coordinate employees' schedules lead to their being unable to take
22 compliant rest breaks, even where they had knowledge about their rest break rights.
23 Defendants then failed to pay Plaintiffs and class members the full rest period premium due
24 pursuant to California Labor Code section 226.7. As a result, Defendants failed to pay
25 Plaintiff and other class members rest period premiums in violation of California Labor Code
26 section 226.7.

27 63. During the relevant time period, Defendants failed to pay Plaintiffs and class
28 members the full rest period premium due pursuant to California Labor Code section 226.7.

1 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
2 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
3 201 and 202.

4 71. California Labor Code section 203 provides that if an employer willfully fails
5 to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
6 shall continue as a penalty from the due date, and at the same rate until paid or until an action
7 is commenced; but the wages shall not continue for more than thirty (30) days.

8 72. Class members are entitled to recover from Defendants the statutory penalty
9 wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30)
10 day maximum pursuant to California Labor Code section 203.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of California Labor Code § 226(a)—Non-Compliant Wage Statements**
13 **(Against All Defendants)**

14 73. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
15 and every allegation set forth above.

16 74. At all material times set forth herein, California Labor Code section 226(a)
17 provides that every employer shall furnish each of his or her employees an accurate itemized
18 wage statement in writing, including, but not limited to, the name and address of the legal
19 entity that is the employer, total hours worked, and all applicable hourly rates.

20 75. Defendants have intentionally and willfully failed to provide employees with or
21 retain complete and accurate wage statements. The deficiencies include, among other things,
22 failing to state all wages owed or paid including but not limited to, overtime wages and meal
23 and rest period premium wages as a result of failing to properly record meal period violations
24 and/or premiums and failing to accurately identify the name and address of the legal entity
25 that employed Plaintiffs and class members. Further, in violation of California Labor Code
26 section 226(a), SkyWest does not maintain on file a copy of the itemized statements provided
27 to employees or a computer-generated record that accurately shows gross wages earned for all
28 hours worked and not recorded, total hours worked by the employee as a result of working off

1 the clock and not recording those hours, the inclusive dates of the period for which the
2 employee is paid, the name and address of the legal entity that is the employer, and all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee as required by California Labor Code section
5 226(a).

6 76. As a result of Defendants' violation of California Labor Code section 226(a),
7 Plaintiffs and class members have suffered injury and damage to their statutorily protected
8 rights.

9 77. Specifically, Plaintiffs and class members have been injured by Defendants'
10 intentional violation of California Labor Code section 226(a) because they were denied both
11 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
12 statements under California Labor Code section 226(a). In addition, because Defendants
13 failed to provide the accurate number of total hours worked on wage statements, Plaintiffs
14 have been prevented by Defendants from determining if all hours worked were paid and the
15 extent of the underpayment. Plaintiff have had to file this lawsuit, conduct discovery,
16 reconstruct time records, and perform computations in order to analyze whether in fact
17 Plaintiffs were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to
18 incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and
19 incur these costs had Defendants provided the accurate number of total hours worked. This
20 has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
21 Defendants.

22 78. Plaintiffs and class members are entitled to recover from Defendants the greater
23 of their actual damages caused by Defendants' failure to comply with California Labor Code
24 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
25 employee.
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SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 2698, *et seq.*

(Against All Defendants)

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4 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 80. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5.

9 81. PAGA provides as follows, “[n]otwithstanding any other provision of law, a
10 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
11 under this part at any time within 60 days of the time periods specified in this part.”

12 82. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 a. Violation of Labor Code sections 510 and 1198 for Defendants’ failure to
15 compensate Plaintiffs and other aggrieved employees for all overtime hours
16 at the applicable overtime rate as herein alleged;
- 17 b. Violation of Labor Code Sections 512 and 226.7 for Defendants’ failure to
18 provide Plaintiffs and other aggrieved employees with legally mandated
19 meal periods and failing to compensate Plaintiffs and other aggrieved
20 employees with one hours of premium pay for unprovided meal periods as
21 alleged herein;
- 22 c. Violation of Labor Code Section 226.7 for Defendants’ failure to provide
23 Plaintiffs and other aggrieved employees with legally mandated rest periods
24 and failing to compensate Plaintiffs and other aggrieved employees with
25 one hours of premium pay for unprovided rest periods as alleged herein;
- 26 d. Violation of Labor Code section 226(a) for failure to provide compliant
27 wage statements to Plaintiffs and other aggrieved employees, as herein
28 alleged;

1 e. Violation of Labor Code sections 201, 202, and 203 for failure to timely
2 pay all earned wages to aggrieved employees upon discharge as herein
3 alleged;

4 f. Violation of Labor Code section 204 for failure to pay all earned wages
5 owed to Plaintiffs and other aggrieved employees during employment as set
6 forth more fully below; and

7 83. California Labor Code section 1198 makes it illegal to employ an employee
8 under conditions of labor that are prohibited by the applicable wage order. California Labor
9 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
10 shall be the . . . standard conditions of labor for employees. The employment of any employee
11 . . . under conditions of labor prohibited by the order is unlawful.”

12 84. California Labor Code section 204 requires that all wages earned by any person
13 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other
14 than those wages due upon termination of an employee, are due and payable between the 16th
15 and the 26th day of the month during which the labor was performed, and that all wages
16 earned by any person in any employment between the 16th and the last day, inclusive, of any
17 calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 1st and the 10th day of the following month. California Labor Code
19 section 204 also requires that all wages earned for labor in excess of the normal work period
20 shall be paid no later than the payday for the next regular payroll period. During the relevant
21 time period, Defendants failed to pay Plaintiffs and other aggrieved employees all wages due
22 to them, including, but not limited to, minimum wages and reporting time pay within any time
23 period specified by California Labor Code section 204.

24 85. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiffs and aggrieved employees' rights by
26 violating various sections of the California Labor Code as set forth above.

27 86. As set forth above, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable order of the

1 Industrial Welfare Commission and are subject to civil penalties, in addition to those provided
2 by Labor Code sections 2698 and 2699.

3 87. Pursuant to PAGA, and in particular California Labor Code sections 2699,
4 2699.3 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks
5 assessment and collection of unpaid wages and civil penalties for Plaintiffs, all other
6 aggrieved employees, and the State of California against Defendants, in addition to other
7 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
8 510, 512 and 1198.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.***

11 **(Against All Defendants)**

12 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
13 and every allegation set forth above.

14 89. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs seeks
16 to enforce important rights affecting the public interest within the meaning of Code of Civil
17 Procedure section 1021.5.

18 90. Defendants' activities, as alleged herein, are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business &
20 Professions Code sections 17200, *et seq.*

21 91. A violation of California Business & Professions Code sections 17200, *et seq.*
22 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
23 policies and practices have violated state law in at least the following respects:

24 (c) Requiring non-exempt employees, including Plaintiff and class
25 members, to work overtime without paying them proper compensation
26 in violation of California Labor Code sections 510 and 1198 and the
27 applicable Industrial Welfare Commission Order;

28 (d) Failing to provide meal and rest periods or to pay premium wages for

1 missed meal and rest periods to Plaintiff and class members in violation
2 of California Labor Code sections 226.7 and 512 and the applicable
3 Industrial Welfare Commission Order;

4 (e) Failing to provide Plaintiff and class members with accurate wage
5 statements in violation of California Labor Code section 226(a) and the
6 applicable Industrial Welfare Commission Order; and

7 (f) Failing to timely pay all earned wages to Plaintiff and class members in
8 violation of California Labor Code sections 210, 202, 203 and 204 and
9 the applicable Industrial Welfare Commission Order as set forth below.

10 92. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
11 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by
12 Defendants during a period that commences four years prior to the filing of this complaint; a
13 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
14 class members; an award of attorneys' fees pursuant to California Code of Civil Procedure
15 section 1021.5 and other applicable laws; and an award of costs.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiffs requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
20 against Defendants, jointly and severally, as follows:

21 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
22 excess of twenty-five thousand dollars (\$25,000).

23 **Class Certification**

- 24 2. That this case be certified as a class action;
25 3. That Plaintiffs be appointed as the representatives of the Class;
26 4. That counsel for Plaintiffs be appointed as Class Counsel.

27 **As to the First Cause of Action**

28 5. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
2 pay all overtime wages due to Plaintiff and class members;

3 6. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

5 7. For pre-judgment interest on any unpaid overtime compensation commencing
6 from the date such amounts were due;

7 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
8 California Labor Code section 1194(a); and

9 9. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Second Cause of Action**

12 10. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code sections 226.7 and 512(a) and applicable Industrial Welfare Commission (IWC)
14 Wage Order(s) by willfully failing to provide all meal periods to Plaintiffs and class members;

15 11. That the Court make an award to the Plaintiffs and class members of one (1)
16 hour of pay at each employee's regular rate of compensation for each workday that a meal
17 period was not provided;

18 12. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 13. For premiums pursuant to California Labor Code section 226.7(b);

21 14. For pre-judgment interest on any unpaid meal period premiums from the date
22 such amounts were due; and

23 15. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Third Cause of Action**

26 16. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
28 rest periods to Plaintiffs and class members;

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36. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

37. For such other and further relief as the Court may deem equitable and appropriate.

Dated: February 13, 2019

Respectfully submitted,

The Bainer Law Firm

By: 

Matthew R. Bainer, Esq.

Attorneys for Plaintiffs Tremain Wilson and
Lauren Becker

FILED CM-010
FOR COURT USE ONLY
San Francisco County Superior Court

FEB 18 2019

CLERK OF THE COURT
BY: *[Signature]* Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Matthew R. Bainer (No. 220972)
1901 Harrison St., Ste. 1100
Oakland, CA 94612
mbainer@bainerlawfirm.com
TELEPHONE NO.: 510-922-1802 FAX NO.: 510-844-7701
ATTORNEY FOR (Name): Tremaine Wilson and Lauren Becker

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister St. San Francisco, CA 94102-4515
MAILING ADDRESS: 400 McAllister St.
CITY AND ZIP CODE: San Francisco, CA 94102-4515
BRANCH NAME: Civic Center Courthouse

CASE NAME:
Wilson v. SkyWest Airlines, Inc.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Counter **Joinder** **CG**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
C - 19 - 573737

JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Seven
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 13, 2019
Matthew R. Bainer, Esq.

[Signature]
BY FAX
ONE LEGAL LLC

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT B

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: JUL-17-2019

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator
400 McAllister Street, Room 103-A
San Francisco, CA 94102
(415) 551-3869**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

TREMAINE WILSON et al

PLAINTIFF (S)

VS.

SKYWEST AIRLINES, INC. A UTAH
CORPORATION et al

DEFENDANT (S)

Department 304

NO. CGC-19-573737

**Order Denying Complex
Designation For Failure to File
Application Requesting
Designation**

ATTENTION ALL COUNSEL AND SELF-REPRESENTED PARTIES:

Complex Designation is DENIED without prejudice. The Application for Approval of Complex Designation has not been filed and provided to Department 304 pursuant to San Francisco Superior Court Local Rule 3.5.

Pursuant to Government Code §70616, et seq., parties who do not plan to file an Application for Complex Designation may seek a refund of any complex litigation fees that they have paid.

IT IS SO ORDERED.

DATED: MAR-18-2019

Anne-Christine Massullo

JUDGE

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on MAR-18-2019 I served the attached Order Denying Complex Designation For Failure to File Application Requesting Designation by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : MAR-18-2019

By: MARIA OLOPERNES

MATTHEW R. BAINER (220972)
THE BAINER LAW FIRM
1901 HARRISON ST. SUITE 1100
OAKLAND, CALIFORNIA 94612

EXHIBIT C

1 Amanda C. Sommerfeld (SBN 185052)
asommerfeld@jonesday.com
2 JONES DAY
555 South Flower Street, Fiftieth Floor
3 Los Angeles, CA 90071.2300
Telephone: +1.213.489.3939
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5 Kelsey Israel-Trummel (SBN 282272)
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9 Scott Morrison (SBN 320167)
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10 JONES DAY
4655 Executive Drive, Suite 1500
11 San Diego, CA 92121
Telephone: +1.858.314.1200
12 Facsimile: +1.844.345.3178

13 Attorneys for Defendant
SKYWEST AIRLINES, INC
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN FRANCISCO**
17

18 TREMAINE WILSON and LAUREN
19 BECKER, individually, and on behalf of
other members of the general public similarly
20 situated, and as aggrieved employees pursuant
to the Private Attorneys General Act
21 ("PAGA"),

22 Plaintiff,

23 v.

24 SKYWEST AIRLINES, INC., a Utah
corporation; and DOES 1 through 100,
25 inclusive,

26 Defendant.
27
28

CASE NO. CGC19573737

Assigned for all purposes to
Judge Garrett L. Wong

**NOTICE TO STATE COURT AND
ADVERSE PARTY OF REMOVAL
OF CIVIL ACTION FROM STATE
COURT TO UNITED STATES
DISTRICT COURT OF THE
NORTHERN DISTRICT OF
CALIFORNIA**

Complaint Filed: February 13, 2019
Trial Date: n/a
Discovery Cutoff:
Motion Cutoff:

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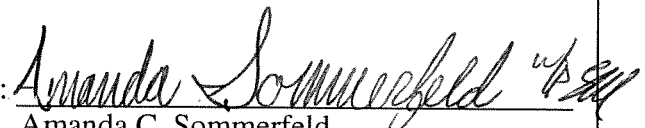
TO THE CLERK OF THE ABOVE-ENTITLED COURT AND ADVERSE PARTY:

PLEASE TAKE NOTICE THAT, on March 22, 2019, Defendant SkyWest Airlines, Inc. filed a Notice of Removal of Civil Action in the United States District Court for the Northern District of California. In compliance with 28 U.S.C. § 1446(d), a copy of that Notice of Removal and all of its attachments is attached to and filed and served with this Notice as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that under 28 U.S.C. § 1446(d), the filing and service of this Notice affects the removal of this action and stays any further proceedings in connection therewith in the Los Angeles County Superior Court unless and until this action is remanded.

Dated: March 22, 2019

Jones Day

By: 
Amanda C. Sommerfeld

Attorneys for Defendant
SKYWEST AIRLINES, INC

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
TREMACHINE WILSON and LAUREN BECKER
(b) County of Residence of First Listed Plaintiff San Luis Obispo
(c) Attorneys (Firm Name, Address, and Telephone Number)
Matthew Bainer / THE BAINER LAW FIRM
1901 Harrison St., Suite 1100, Oakland, CA 94612 / 510-922-1802

DEFENDANTS
SKYWEST AIRLINES, INC.
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Amanda Sommerfeld / JONES DAY / 555 S. Flower Street, 50th Floor, Los Angeles, CA 90071 / 213-489-3939 See also Attachment A.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing
Brief description of cause: Removing a wage-and-hour putative class action under the Class Action Fairness Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/22/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Amanda Sommerfeld

Civil Cover Sheet Attachment A

I. Attorneys for Defendant SkyWest Airlines, Inc.

Kelsey Israel-Trummel
JONES DAY
555 California Street, 25th Floor
San Francisco, CA 94104
1.415.626.3939

Scott Morrison
JONES DAY
4655 Executive Drive, Suite 1500
San Diego, CA 92121
1.858.314.1200

VI. Causes of Action

Plaintiffs allege the following state-law causes of action: (1) Unpaid overtime, Cal. Labor Code §§ 510, 1198; (2) Unpaid meal period premiums, Cal. Labor Code §§ 226.7, 512(a); (3) Unpaid rest period premiums, Cal. Labor Code § 226.7; (4) Waiting time penalties, Cal. Labor Code §§ 201 and 202; (5) Non-compliant wage statement, Cal. Labor Code § 226(a); (6) Violations of the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698, et seq.; and (7) Violation of California unfair competition law, Cal. Bus. & Prof. Code §§ 17200, et seq.

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9 Scott Morrison (SBN 320167)
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12 Facsimile: +1.844.345.3178

13 Attorneys for Defendant
SKYWEST AIRLINES, INC.

14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION
18

19 **TREMAINE WILSON and LAUREN**
20 **BECKER, individually, and on behalf of**
21 **other members of the general public**
22 **similarly situated, and as aggrieved**
23 **employees pursuant to the Private**
24 **Attorneys General Act ("PAGA"),,**

25 **Plaintiffs,**

26 v.

27 **SKYWEST AIRLINES, INC., a Utah**
28 **corporation; and DOES 1 through 100,**
inclusive,,

Defendants.

Case No.

DECLARATION OF DARCY
MCPHIE IN SUPPORT OF
DEFENDANT'S NOTICE OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT PURSUANT
TO 28 U.S.C. §§ 1332(b), 1332(d),
1441(b), AND 1446

[CAFA Jurisdiction]

1 I, Darcy McPhie, declare as follows:

2 1. I am the Manager of HR Technologies for SkyWest Airlines, Inc. I make this
3 declaration based on personal knowledge and, if called upon to do so, could testify competently
4 thereto.

5 2. In my capacity as Manager of HR Technologies for SkyWest, I am regularly asked
6 to run various payroll and Human Resources related reports. For this case, I was asked to
7 determine, among other things, the average hourly block-time rate of pay for the putative Class.
8 After running a report on the hourly block-time rate of pay for all California domiciled Class
9 members, I calculated the average hourly block-time rate of pay for the putative Class to be
10 \$26.77.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed this
12 20th day of March, 2019, in St. George, Utah

13 Darcy McPhie
14 Darcy McPhie

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1 Amanda C. Sommerfeld (SBN 185052)
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12 Facsimile: +1.844.345.3178

13 Attorneys for Defendant
SKYWEST AIRLINES, INC.
14

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION
18

19 **TREMAINE WILSON and LAUREN**
20 **BECKER, individually, and on behalf of**
21 **other members of the general public**
22 **similarly situated, and as aggrieved**
23 **employees pursuant to the Private**
24 **Attorneys General Act (“PAGA”),,**

25 **Plaintiffs,**

26 **v.**

27 **SKYWEST AIRLINES, INC., a Utah**
28 **corporation; and DOES 1 through 100,**
inclusive,,

Defendants.

Case No.

DECLARATION OF KATHY
MAKASIAN IN SUPPORT OF
DEFENDANT’S NOTICE OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT PURSUANT
TO 28 U.S.C. §§ 1332(b), 1332(d),
1441(b), AND 1446

[CAFA Jurisdiction]

1 I, Kathy Makasin, declare as follows:

2 1. I am the Director of InFlight Operations for SkyWest Airlines, Inc. I make this
3 declaration based on personal knowledge and, if called upon to do so, could testify competently
4 thereto.

5 2. In my capacity as Director of InFlight Operations, I participate in negotiating to
6 agreement with the SkyWest InFlight Association, the designated collective bargaining
7 representative for the flight attendants who work for SkyWest, on the terms and conditions of
8 employment for the flight attendants.

9 3. Those terms and conditions are found in the Flight Attendant Policy Manual.

10 4. Under the terms of the operative Flight Attendant Policy Manual Standard Practice
11 2308, a flight attendant earns a baseline hourly block-time rate of \$26.89 or more only after
12 working for SkyWest for five years. A true and correct copy of that pay scale is attached here as
13 Exhibit A.

14 I declare under penalty of perjury that the foregoing is true and correct. Executed this
15 21 th day of March, 2019, in _____.

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18 _____
19 Kathy Makasian
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EXHIBIT A

Uncontrolled copy. Currency must be verified with the LESP before use.



Flight Attendant Policy Manual

REVISION 08

01 OCT 18

Uncontrolled copy. Currency must be verified with the LESP before use.

- 4) A Payroll Correction Request submission must be received no later than the close of the following pay period for credit to be adjusted.

Example: Pay period closing dates are: September 22, October 6, October 20.

When an overage occurs between September 23 and October 6, a Payroll Correction Sheet must be submitted no later than 2359 Mountain Time on October 6th to receive pay credit in the current pay period. In the event the sheet cannot be submitted by 2359 Mountain Time on October 6, the sheet must be submitted no later than 2359 Mountain Time on October 20th to receive pay credit. When the Payroll Correction Sheet is not received by 2359 Mountain Time on October 20th, no pay credit will be made.

- C. Overtime is paid at a rate of 1½ times a flight attendant's hourly rate whenever a flight attendant is junior manned by the Company.
- D. When a change and/or revision is made that affects any area of flight attendants' pay, the effective date of the change and/or revision will be made on the first day of the new pay period.

2. Flight Attendant Pay Scale

- A. The 2018 pay scale is effective on January 1, 2018 and remains in effect until December 31, 2019. The 2020 pay scale is effective on January 1, 2020 and remains in effect until December 31, 2020. The 2021 pay scale is effective on January 1, 2021 and remains in effect until December 31, 2021. The 2022 pay scale is effective on January 1, 2022 and remains in effect until December 31, 2022.

**COMPENSATION
STANDARD PRACTICE 2308**

B. All flight attendants will receive an increase to his/her pay rates on his/her InFlight date of hire each year. All flight attendants will transition to the scale below effective as indicated above.

	2018 1.5%	2020 1.0%	2021 1.5%	2022 1.0%
First 6 months*	\$18.13	\$18.31	\$18.58	\$18.77
After 6 months*	\$18.77	\$18.96	\$19.24	\$19.43
After 1 year	\$22.06	\$22.28	\$22.61	\$22.84
After 2 years	\$23.28	\$23.52	\$23.87	\$24.11
After 3 years	\$24.42	\$24.67	\$25.04	\$25.29
After 4 years	\$25.61	\$25.86	\$26.25	\$26.52
After 5 years	\$26.89	\$27.16	\$27.56	\$27.84
After 6 years	\$28.30	\$28.58	\$29.01	\$29.30
After 7 years	\$29.61	\$29.90	\$30.35	\$30.66
After 8 years	\$30.67	\$30.98	\$31.44	\$31.76
After 9 years	\$31.68	\$31.99	\$32.47	\$32.80
After 10 years	\$32.64	\$32.97	\$33.46	\$33.80
After 11 years	\$33.66	\$33.99	\$34.50	\$34.85
After 12 years	\$34.65	\$35.00	\$35.52	\$35.88
After 13 years	\$35.75	\$36.11	\$36.65	\$37.01
After 14 years	\$36.80	\$37.17	\$37.73	\$38.11
After 15 years	\$37.87	\$38.25	\$38.82	\$39.21
After 16 years	\$39.00	\$39.39	\$39.98	\$40.38
After 17 years	\$39.95	\$40.35	\$40.96	\$41.36
After 18 years	\$40.74	\$41.15	\$41.77	\$42.18
After 19 years	\$41.15	\$41.56	\$42.18	\$42.60
After 20 years	\$41.55	\$41.97	\$42.60	\$43.03
After 21 years	\$42.18	\$42.60	\$43.24	\$43.67
After 22 years	\$42.81	\$43.24	\$43.89	\$44.33
After 23 years	\$43.45	\$43.89	\$44.55	\$44.99
After 24 years	\$44.10	\$44.55	\$45.21	\$45.67
After 25 years	\$44.77	\$45.21	\$45.89	\$46.35

* First year hourly rates of pay are determined by the Company and may be changed at the Company's discretion.

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