

KAPLAN FOX & KILSHEIMER LLP

Laurence D. King (SBN 206423)
Matthew B. George (SBN 239322)
Mario M. Choi (SBN 243409)
350 Sansome Street, Suite 400
San Francisco, CA 94104
Telephone: 415-772-4700
Facsimile: 415-772-4707
lking@kaplanfox.com
mgeorge@kaplanfox.com
mchoi@kaplanfox.com

Counsel for Plaintiffs

[Additional Counsel Appear on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JEREMY BARNES and CORYELL ROSS,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

SKYWEST AIRLINES, INC., and
SKYWEST, INC.,

Defendants.

Case No. 3:18-cv-04182

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF:

- (1) CALIFORNIA LABOR CODE;**
- (2) CALIFORNIA INDUSTRIAL WELFARE COMMISSION WAGE ORDERS; and**
- (3) CALIFORNIA BUSINESS AND PROFESSIONS CODE §§17200, et seq.**
- (3) SAN FRANCISCO MINIMUM COMPENSATION ORDINANCE.**

DEMAND FOR JURY TRIAL

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1 Plaintiffs Jeremy Barnes and Coryell Ross, on behalf of themselves and all others
2 similarly situated, allege as follows:

3 **I. INTRODUCTION**

4 1. Defendant SkyWest Airlines, Inc. is a regional passenger airline with substantial
5 business operations throughout California. SkyWest Airlines, Inc. is a wholly-owned subsidiary
6 of Defendant SkyWest, Inc. Unless otherwise stated, all Defendants are collectively referred to
7 herein as “SkyWest” or “Defendants.” Plaintiffs are workers previously employed by SkyWest as
8 “Ramp Agents” throughout its operations in California. Plaintiffs’ typical work duties include
9 marshaling aircraft, loading/unloading and sorting freight and baggage, servicing the aircraft,
10 assisting with pushback and towing, deicing and other duties as assigned.

11 2. SkyWest has systematically run afoul of California’s Labor Code in numerous
12 ways, including its failure to keep and maintain adequate records of hours worked, engaging in a
13 policy and practice of refusing to provide workers meal and rest breaks, failing to provide a
14 mechanism for workers to receive payments and penalties for missed breaks, and failing to pay all
15 wages, overtime and commissions in compliance with California law. Due to SkyWest’s systemic
16 violations of the California Labor Code throughout California, Plaintiffs file this suit as a class
17 action pursuant to Federal Rule of Civil Procedure 23, and intend to seek further relief under
18 California’s Private Attorney General Act, Labor Code section 2698, *et seq.* (“PAGA”), once the
19 pre-suit notice period has elapsed. Accordingly, Plaintiffs seek all unpaid wages, damages,
20 penalties, as well as injunctive relief to bring SkyWest’s longstanding wage and hour violations
21 into compliance with California law.

22 **II. JURISDICTION AND VENUE**

23 3. The Court has jurisdiction over Plaintiffs’ claims based upon the Class Action
24 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d)(2)(A), because the aggregated claims of the
25 individual class members exceed the sum value of \$5,000,000, exclusive of interests and costs,
26 and this is a class action in which more than two-thirds of the proposed Class, on the one hand,
27 and SkyWest, on the other, are citizens of different states. Plaintiffs and the proposed Class are
28 citizens of California, and SkyWest is a citizen of Utah.

1 4. Venue is proper in this District under 28 U.S.C. § 1391 because SkyWest conducts
2 substantial business in this District and a substantial part of the acts and/or omissions giving rise
3 to the claims occurred in this District. Plaintiff Jeremy Barnes was employed by SkyWest and is
4 resident of Hayward, California, within this District.

5 5. **Intradistrict Assignment:** Pursuant to Local Rule 3-2, this matter is suitable for
6 assignment to the San Francisco and Oakland Divisions because Plaintiff Jeremy Barnes is a
7 resident of Alameda County and SkyWest maintains substantial business operations in San Mateo
8 County and a substantial part of the events or omissions which give rise to the claim occurred in
9 San Mateo County.

10 **III. PARTIES**

11 **A. Plaintiffs**

12 6. Plaintiff Jeremy Barnes is a resident of Hayward, California. Plaintiff Barnes was
13 employed by SkyWest in California from approximately 2009 to 2016.

14 7. Plaintiff Coryell Ross is a resident of Detroit, Michigan. Plaintiff Ross was
15 employed by SkyWest in California from approximately 2014 to 2017.

16 **B. Defendants**

17 8. Defendant SkyWest, Inc. is a Utah corporation with its principal place of business
18 and headquarters at 444 South River Road, St. George, Utah 84790. SkyWest, Inc. is a publicly
19 traded company on the NASDAQ stock exchange under the symbol “SKYW.” Defendant
20 SkyWest Airlines, Inc. is a wholly-owned subsidiary of SkyWest, Inc. According to its website,
21 “SkyWest, Inc. is the holding company for two scheduled passenger airline operations and an
22 aircraft leasing company. SkyWest’s airline companies provide commercial air service in cities
23 throughout North America with over 2,800 daily flights carrying more than 51 million passengers
24 annually. SkyWest Airlines operates through partnerships with United Airlines, Delta Air Lines,
25 American Airlines and Alaska Airlines. ExpressJet Airlines operates through partnerships with
26 United Airlines, Delta Air Lines and American Airlines. Based in St. George, Utah, SkyWest
27 continues to set the standard for excellence across the regional industry with unmatched value for
28

1 customers, shareholders and its over 17,000 employees.” [http://inc.skywest.com/corporate-](http://inc.skywest.com/corporate-information/who-we-are/?t=inc)
2 [information/who-we-are/?t=inc](http://inc.skywest.com/corporate-information/who-we-are/?t=inc) (last accessed June 11, 2018).

3 9. At all times relevant herein, SkyWest, Inc. has been engaged in commerce within
4 California and has been subject to the requirements of California law, including its Labor Code as
5 well as the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, and their
6 accompanying regulations.

7 10. Defendant SkyWest Airlines, Inc. is a Utah Corporation with its principal place of
8 business and headquarters at 444 South River Road, St. George, Utah 84790. SkyWest Airlines,
9 Inc. is a wholly-owned subsidiary of Defendant SkyWest, Inc. SkyWest Airlines, Inc. is engaged
10 in the regional airline business.

11 11. At all times relevant herein, SkyWest Airlines, Inc. has been engaged in commerce
12 within California and has been subject to the requirements of California law, including its Labor
13 Code as well as the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, and their
14 accompanying regulations.

15 12. Plaintiffs are informed and believe and thereon allege that each and every of the
16 unlawful acts and omissions alleged herein were performed by, and/or attributable to, SkyWest
17 Airlines, Inc., its agents and/or employees, and/or under the direction and control of SkyWest
18 Airlines, Inc., and that said acts and failures to act were within the course and scope of said
19 agency, employment and/or direction and control.

20 **IV. FACTUAL ALLEGATIONS**

21 13. SkyWest has done business in the United States for over 45 years as a passenger
22 airline. Under various contracts, the company operates an average of 2,300 flights per day,
23 including 966 flights per day as Delta Connection on behalf of Delta Air Lines, 887 flights per
24 day as United Express on behalf of United Airlines, 314 flights per day as American Eagle on
25 behalf of American Airlines, and 131 flights per day as Alaska SkyWest in partnership with
26 Alaska Airlines. [http://www.skywest.com/assets/Uploads/FactSheet/SkyWest-](http://www.skywest.com/assets/Uploads/FactSheet/SkyWest-FactSheetJun18.pdf)
27 [FactSheetJun18.pdf](http://www.skywest.com/assets/Uploads/FactSheet/SkyWest-FactSheetJun18.pdf) (last accessed June 11, 2018).
28

1 14. Throughout California, SkyWest operates flights out of Fresno, Los Angeles, Palm
2 Springs, San Diego, and San Francisco, with California hubs at Los Angeles International Airport
3 (“LAX”) and San Francisco International Airport (“SFO”).

4 15. For their work, SkyWest’s Ramp Agents in California are generally paid on an
5 hourly basis in the range of about \$12-\$14 per hour. SkyWest has employed hundreds, if not
6 thousands, of Ramp Agents in California in the past few years. Ramp Agents’ typical work duties
7 include marshaling aircraft, loading/unloading and sorting freight and baggage, servicing the
8 aircraft, assisting with pushback and towing, deicing and other duties as assigned.
9 <http://www.skywest.com/skywest-airline-jobs/career-guides/airport-baggage-handler/> (last
10 accessed June 12, 2018).

11 16. SkyWest maintains a set of common policies and procedures applicable to Ramp
12 Agents regarding the payments of wages and overtime, and the provision of meal and rest breaks.
13 SkyWest also maintains control of how and whether Ramp Agents clock in and out for shifts and
14 breaks. Ramp Agents at each of SkyWest’s operations in California are subject to the same
15 company-wide policies and procedures.

16 17. As a matter of policy and practice, SkyWest fails to provide Ramp Agents with
17 meal and rest breaks in violation of California law, and fails to provide them with the requisite
18 penalties and wages when breaks are interrupted or missed altogether. Given the nature of Ramp
19 Agents’ duties, they are always required to be on call throughout the entirety of their shift to deal
20 with arriving and departing aircraft, luggage, and passengers. As a result, meal and rest breaks are
21 often interrupted, skipped, or denied. On other occasions, meal and rest breaks were taken
22 outside of the statutorily required time periods, for example, by not providing a meal break until
23 within 2-3 hours of the end of a 8-10 hour shift. Additionally, Ramp Agents who worked shifts
24 of twelve hours or more were not scheduled nor did they receive a second 30-minute meal break.

25 18. SkyWest does not incorporate scheduled meal and rest breaks into its work
26 schedules. Indeed, not only does SkyWest fail to schedule appropriate breaks for workers but it
27 also fails to maintain any policy, practice or mechanism for Ramp Agents to obtain payment and
28 penalties for their missed breaks.

1 he was regularly denied meal and rest breaks. Plaintiff Ross's meal breaks were often delayed
2 until after the fifth hour on most of his shifts and were frequently curtailed due to flight arrival
3 and other interruptions so that they were often less than thirty minutes long. He did not receive
4 premium/penalty pay for missed, interrupted or delayed meal breaks nor for missed rest breaks.
5 During Plaintiff s's employment by SkyWest he and coworkers were required to "sign off" that
6 they had taken meal breaks every day of the week, even on days they did not work. Plaintiff Ross
7 occasionally worked twelve or sixteen hour shifts, but was not provided overtime meal and rest
8 breaks. As a result of SkyWest's policies and practices, Plaintiff Ross was provided inaccurate
9 wage statements and is owed wages, overtime, penalties, damages and reimbursements.

10 **V. CLASS ALLEGATIONS**

11 23. Plaintiffs bring this class action pursuant to Federal Rule of Civil Procedure 23.

12 The Class is initially defined as:

13 All current and former SkyWest workers employed as Ramp
14 Agents, or equivalent positions, in California, at any time during
15 the four years prior to the commencement of this lawsuit through
the date of class notice.

16 Excluded from the Class are Plaintiffs' counsel, anyone employed by counsel for Plaintiffs in this
17 action as well as their families; and any Judge to whom this case is assigned as well as his or her
18 immediate family.

19 24. Plaintiffs Barnes and Ross also bring specific claims as set forth below on behalf
20 of an SFO Subclass defined as:

21 All current and former SkyWest workers employed as Ramp Agents, or equivalent
22 positions, at SFO, at any time during the four years prior to the commencement of
this lawsuit through the date of class notice.

23 Excluded from the Subclass are Plaintiffs' counsel, anyone employed by counsel for Plaintiffs in
24 this action as well as their families; and any Judge to whom this case is assigned as well as his or
25 her immediate family.

26 25. Plaintiff Ross also brings specific claims as set forth below on behalf of an LAX
27 Subclass defined as:

28

1 All current and former SkyWest workers employed as Ramp Agents, or equivalent
2 positions, at LAX, at any time during the four years prior to the commencement of
3 this lawsuit through the date of class notice.

4 Excluded from the Subclass are Plaintiffs' counsel, anyone employed by counsel for Plaintiffs in
5 this action as well as their families; and any Judge to whom this case is assigned as well as his or
6 her immediate family.

7 26. Plaintiffs and their claims meet all of the criteria for Class certification under
8 Federal Civil Rule 23(a) and (b)(3).

9 27. Numerosity. SkyWest has employed hundreds, if not thousands, of Ramp Agents
10 in California from 2014 through the present. Class members are therefore far too numerous to be
11 individually joined in this lawsuit.

12 28. Common Questions of Law and Fact Predominate Plaintiffs' Claims. Common
13 questions of law and/or fact exist as to the members of the Class and, in addition, common
14 questions of law and/or fact predominate over questions affecting only individual members of the
15 Class. The common questions include the following:

- 16 a. Whether SkyWest's timekeeping systems to record hours of work are
17 compliant with the wage and hour laws and regulations;
- 18 b. Whether SkyWest's policy and practice of requiring Ramp Agents to work
19 through their meal and rest break periods violates California labor laws and regulations;
- 20 c. Whether SkyWest's policies and practices to compensate Ramp Agents for
21 meal and rest breaks that were not provided violates California labor laws and regulations;
- 22 d. Whether SkyWest has failed to pay Ramp Agents minimum wages,
23 overtime, and double-time in violation of California labor laws and regulations;
- 24 e. Whether SkyWest has miscalculated Ramp Agents' regular rates of pay in
25 violation of California labor laws and regulations;
- 26 f. Whether SkyWest's policies and practices have resulted in Ramp Agents
27 receiving inaccurate wage statements in violation of California labor laws and regulations;
- 28

1 g. Whether SkyWest's policies and practices have violated the California
2 Unfair Competition Law, Business and Professions Code §§ 17200, *et seq.* (the "UCL") as set
3 forth herein;

4 h. Whether Ramp Agents are entitled unpaid wages, overtime, damages,
5 reimbursements, and penalties and equitable relief, including, but not limited to, restitution and a
6 preliminary and/or permanent injunction, and if so, the proper measure and formulation of such
7 relief.

8 29. Typicality. Plaintiffs' claims are typical of the claims of the Class. SkyWest's
9 common course of conduct in violation of law as alleged herein has caused Plaintiffs and the
10 proposed Class to sustain the same or similar injuries and damages. Plaintiffs' claims are thereby
11 representative of and co-extensive with the claims of the proposed Class.

12 30. Adequacy. Plaintiffs are adequate representatives of the Class because their
13 interests do not conflict with the interests of the members of the class they seeks to represent.
14 Plaintiffs have retained counsel competent and experienced in complex class action litigation,
15 including the prosecution of wage and hour violations, and Plaintiffs intend to prosecute this
16 action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of
17 members of the Class.

18 31. Superiority. The class action is superior to other available means for the fair and
19 efficient adjudication of this dispute. The injury suffered by each member of the Class, while
20 meaningful on an individual basis, is not of such magnitude as to make the prosecution of
21 individual actions against SkyWest economically feasible. Individualized litigation increases the
22 delay and expense to all parties and the court system presented by the legal and factual issues of
23 the case. By contrast, the class action device presents far fewer management difficulties and
24 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by
25 a single court.

26 32. Plaintiffs intend to send the best notice practicable to all members of the Class to
27 the extent required under applicable class action procedures pursuant to Federal Civil
28 Rule 23(c)(2).

1 33. In the alternative, the Class may be certified under Federal Civil Rule 23(b)(1) or
2 (2) because:

3 a. the prosecution of separate actions by the individual members of the Class
4 would create a risk of inconsistent or varying adjudication with respect to individual members of
5 the Class which would establish incompatible standards of conduct for SkyWest; and

6 b. SkyWest has acted or refused to act on grounds generally applicable to the
7 Class, thereby making appropriate final and injunctive relief with respect to the members of the
8 Class as a whole.

9 34. Particular issues in this litigation relating to the Class may be also be certified
10 under Federal Civil Rule 23(c)(4) and the Court may employ subclasses pursuant to Federal Civil
11 Rule 23(c)(5) if necessary.

12 **VI. CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**

13 35. On July 12, 2018, Plaintiffs provided notice to the California Labor and Workforce
14 Development Agency and SkyWest pursuant to the California Labor Code's Private Attorney
15 General's Act, §§ 2698, *et seq.* ("PAGA"), regarding their complaints that SkyWest has failed to
16 pay them and other employees all wages, commissions, damages, and penalties, as described in
17 this Complaint. PAGA permits private litigants to bring a representative action on behalf of
18 fellow employees for violations of the California Labor Code, and permits them to recover
19 penalties for the employees and the State of California. Plaintiffs have complied with the notice
20 requirements of PAGA, and will amend their Complaint to seek PAGA penalties at the expiration
21 of the statutory waiting period.

22 **VII. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Failure to Pay Minimum Wages and Overtime in Violation of 25 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order 5-2001**

26 **On Behalf of Plaintiffs and the Class**

27 36. Plaintiffs, on behalf of themselves and all others similarly situated, reallege and
28 incorporate all allegations in the Complaint as though fully set forth herein.

1 37. California Labor Code section 510 states that “[e]ight hours of labor constitutes a
2 day’s work. Any work in excess of eight hours in one workday and any work in excess of
3 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any
4 one workweek shall be compensated at the rate of no less than one and one-half times the regular
5 rate of pay for an employee.” Additionally, “[a]ny work in excess of 12 hours in one day shall be
6 compensated at the rate of no less than twice the regular rate of pay for an employee.”

7 38. California Labor Code section 200 defines wages as “all amounts for labor
8 performed by employees of every description, whether the amount is fixed or ascertained by the
9 standard of time, task, piece, commission, or other method of calculation.” SkyWest has failed to
10 pay Plaintiffs and the Class all minimum wages, straight time, overtime, and double-time required
11 under the California Labor Code and Industrial Wage Order (“IWC”) 5-2001 (8 Cal. Code Regs.
12 § 11050)¹ by, including but not limited to, (1) failing accurately to record all hours of work in
13 SkyWest’s timekeeping systems; (2) failing to pay wages and at the proper rates for hours worked
14 that accumulate because of missed meal and rest periods; and (3) failing to properly calculate the
15 regular rate of pay.

16 39. In its violations of the California Labor Code, SkyWest has knowingly and
17 willfully refused to perform its obligations to provide Plaintiffs and the Class members with all
18 wages and compensation required by law. SkyWest and its agents committed the acts and
19 omissions alleged herein knowingly and willfully, with the wrongful and deliberate intention of
20 injuring Plaintiffs and the proposed Class, with improper motives amounting to malice and in
21 conscious disregard of the rights of Plaintiffs and the Class members. Plaintiffs and the Class
22 members are entitled to recover all nominal, actual, compensatory, punitive, and exemplary
23 damages in an amount to be determined by proof at trial.

24
25 ¹ Plaintiffs initially allege that they are subject to the IWC Wage Order #9 governing the
26 “transportation industry.” However, due to the nature of their duties, Plaintiffs alternatively or
27 additionally allege that they are subject to IWC Wage Order #5 governing the “public
28 housekeeping industry” and/or IWC Wage Order #17 which is a catch-all order applicable to non-
exempt employees. The substantive requirements for wages, breaks, and record keeping alleged
in this Complaint are substantially similar, if not identical, amongst these IWC Wage Orders and
Plaintiffs expressly incorporate each of them in by reference to each cause of action.

FOURTH CAUSE OF ACTION

**Waiting Time Penalties Pursuant to California Labor Code §§ 201, 202 & 203
On Behalf of Plaintiffs and the Class**

1
2
3
4 49. Plaintiffs, on behalf of themselves and all others similarly situated, reallege and
5 incorporate all allegations in the Complaint as though fully set forth herein.

6 50. California Labor Code section 201(a) requires an employer who discharges an
7 employee to pay compensation due and owing to said employee immediately upon discharge.
8 Section 202(a) requires an employer to pay compensation due and owing to said employee within
9 seventy-two (72) hours of that employee's termination of employment by resignation. Labor
10 Code section 203 provides that if an employer willfully fails to pay compensation promptly upon
11 discharge or resignation, as required under section 201 and 202, then the employer is liable for
12 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

13 51. Plaintiffs and the Class are entitled to unpaid compensation as stated in this
14 Complaint but they still have not received their compensation since the end of their respective
15 employments with SkyWest.

16 52. SkyWest has willfully failed and refused, and continues to willfully fail and refuse,
17 to timely pay compensation and wages to the Plaintiffs and the Class whose employment has
18 terminated as required by Labor Code sections 201 and 202. Accordingly, SkyWest is liable to
19 Plaintiffs and the Class for up to thirty (30) days of waiting time penalties pursuant to Labor Code
20 section 203, as well as interest.

21 **FIFTH CAUSE OF ACTION**

22 **Violations of the UCL**
23 **California Business and Professions Code §§ 17200, et seq.**

24 **On Behalf of Plaintiffs and the Class**

25 53. Plaintiffs, on behalf of themselves and all others similarly situated, reallege and
26 incorporate all allegations in the Complaint as though fully set forth herein.

27 54. California's UCL, Business and Professions Code section 17200, et seq., prohibits
28 unfair competition in the form of any unlawful and unfair business practice.

1 55. Section 17204 of the UCL permits “any person who has suffered injury in fact and
2 has lost money or property as a result of such unfair competition” to prosecute a civil action.

3 56. California Labor Code section 90.5(a) states that it is the public policy of
4 California to vigorously enforce minimum labor standards to ensure employees are not required
5 to work under substandard and unlawful conditions, and to protect employers who comply with
6 the law from those who attempt to gain competitive advantage at the expense of their workers by
7 failing to comply with minimum labor standards.

8 57. SkyWest has engaged in unlawful and unfair business practices described in this
9 Complaint, including but not limited to: violations of California Labor Code sections 90.5, 201,
10 202, 203, 226, 510, 1174, 1174.5, 1194, 2802, IWC Wage Orders 2001-5, 2001-9, and 2001-17,
11 and the Fair Labor Standards Act, 29 U.S.C. section 211.

12 58. The violations of these laws and regulations, as well as the fundamental public
13 policy of protecting workers from unfair labor practices, serve as unlawful predicate acts and
14 practices for establishing violations of the UCL.

15 59. SkyWest’s acts and practices described above constitute unlawful and unfair
16 business practices, and unfair competition, within the meaning of the UCL. Among other things,
17 SkyWest’s business practices have required Plaintiffs and other similarly situated persons to
18 perform work for SkyWest’s benefit without the legally required compensation, penalties and
19 reimbursements, enabling SkyWest to gain an unfair competitive advantage over law-abiding
20 employers and competitors. SkyWest also violated the UCL because the utility of its conduct as
21 described in this Complaint is outweighed by the gravity of the consequences to Plaintiffs and
22 Class members, and because its conduct is immoral, unethical, oppressive, unscrupulous and
23 substantially injurious to Plaintiffs and Class members.

24 60. Plaintiffs, on behalf of themselves and Class members, have suffered injury,
25 including but not limited to the loss of money and property in the form of unpaid wages and
26 penalties, as a direct and proximate result of SkyWest’s unlawful and unfair business practices
27 and are therefore entitled to equitable relief, including restitution of unpaid wages, penalties,
28 disgorgement of profits, and a permanent injunction that enjoins SkyWest from the unlawful and

1 unfair practices described herein, as well as attorneys' fees and costs of suit. Cal. Bus. & Prof.
2 Code § 17203.

3 **SIXTH CAUSE OF ACTION**

4 **Violations of the San Francisco Minimum Compensation Ordinance ("MCO")**
5 **San Francisco Administrative Code §§ 12P.1, *et seq.***

6 **On Behalf of Plaintiffs and the SFO Subclass**

7 61. Plaintiffs, on behalf of themselves and all others similarly situated, reallege and
8 incorporate all allegations in the Complaint as though fully set forth herein.

9 62. San Francisco's MCO provides that employees who perform work funded under
10 contract with the city receive minimum compensation set forth in the MCO. San Francisco
11 Admin. C. §§ 12P.3, 12P.5.

12 63. The MCO expressly applies to employees of contractors, like SkyWest, who serve
13 SFO:

14 The requirements of this Chapter shall apply to a written agreement (including,
15 without limitation, any lease, concession, franchise or easement agreement) for the
16 exclusive use of real property that is owned by the City or of which the City has
17 exclusive use, if such property is under the jurisdiction of the San Francisco
Airport Commission and the term of the agreement exceeds twenty-nine (29) in
any calendar year, whether by single or cumulative instruments.

18 *Id.* § 12P.4.

19 64. The MCO further provides "Each Covered Employee shall be a third-party
20 beneficiary under the Contract as set forth in this subsection and in subsection (e) of this Section,
21 and may pursue the following remedies in the event of a breach by the Contractor of any
22 contractual covenant described in Section 12P.5(a) or Section 12P.5(d)." *Id.* at § 12.6(d).

23 65. SkyWest has failed to pay Plaintiffs and the SFO Subclass all minimum
24 compensation required under the MCO by, including but not limited to, (1) failing accurately to
25 record all hours of work in SkyWest's timekeeping systems; (2) failing to pay wages and at the
26 proper rates for hours worked that accumulate because of missed meal and rest periods; and (3)
27 failing to properly calculate the regular rate of pay.

28

1 66. In its violations of the MCO, SkyWest has knowingly and willfully refused to
2 perform its obligations to provide Plaintiffs and the SFO Subclass members with all wages and
3 compensation required by law.

4 67. Pursuant to MCO §§ 12.6(d)-(e), Plaintiffs and the SFO Subclass are entitled to
5 recover the unpaid balance of the full amount of unpaid minimum compensation together with
6 simple annual interest of ten (10) percent on such amount from the date payment was due, plus all
7 costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such
8 prevailing party in such action or proceeding and in any appeal in connection with such action or
9 proceeding.

10 **VIII. PRAYER FOR RELIEF**

11 Wherefore, Plaintiffs pray for relief as follows:

12 1. For an order certifying Counts One through Six of this Complaint as a class action
13 pursuant to Federal Rule of Civil Procedure 23 on behalf of a class of Ramp Agents employed in
14 the state of California within the last four years and that notice of the pendency of this action be
15 provided to all Class members;

16 2. For an order designating Plaintiffs as class representatives for the Classes and
17 appointment of Plaintiffs' counsel as Class counsel;

18 3. For an order or judgment awarding Plaintiffs and the Class all unpaid wages,
19 reimbursements, overtime, double-time, damages, and penalties, or other appropriate
20 compensation, together with interest on any such amounts as permitted by law;

21 4. For injunctive relief correcting the unlawful practices complained of herein and
22 ordering SkyWest to refrain from committing similar violations in the future;

23 5. For a declaratory judgment that SkyWest's policies and practices have violated the
24 laws and regulations stated herein as well as the public policy behind them;

25 6. For an award of Plaintiffs' reasonable attorneys' fees as provided by applicable
26 law, including California Labor Code sections 226(e) and 1194, California Business and
27 Professions Code section 17203 and Federal Rule of Civil Procedure 23;

28 7. For all costs of suit;

1 8. For such other and further relief as this Court deems just and appropriate.

2 **IX. JURY TRIAL DEMAND**

3 Plaintiffs demand a trial by jury on all issues so triable.

4 Respectfully submitted,

5 DATED: July 12, 2018

6 **KAPLAN FOX & KILSHEIMER LLP**

7 By: /s/ Matthew B. George
Matthew B. George (SBN 239322)

8 Laurence D. King (SBN 206423)
9 Matthew B. George (SBN 239322)
10 Mario M. Choi (SBN 243409)
11 350 Sansome Street, Suite 400
12 San Francisco, CA 94104
13 Telephone: 415-772-4700
14 Facsimile: 415-772-4707
15 lking@kaplanfox.com
16 mgeorge@kaplanfox.com
17 mchoi@kaplanfox.com

18 **LAW OFFICES OF GENNARO DU TERROIL**
19 Gennaro Du Terroil (*pro hac vice* application to be filed)
20 18756 Stone Oak Pkwy Suite 200
21 San Antonio, Texas 78258
22 Telephone: 210-998-5645
23 Facsimile: 210-495-4670
24 cibelliterroil@outlook.com

25 *Counsel for Plaintiffs*