



March 28, 2025

NOTICE & PAYMENT VIA: ONLINE SUBMISSION

California Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

VIA: CERTIFIED U.S. MAIL (RETURN RECEIPT REQUESTED)

Avelo Airlines, Inc.
c/o CSC-Lawyers Incorporating Service
Registered Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833

RE: PAGA NOTICE PURSUANT TO LABOR CODE SECTION 2699.3

Dear PAGA Administrator:

My firm represents Selina Curtis, a current employee of Avelo Airlines, Inc. (“Avelo”). This letter serves as notice to the Labor and Workforce Development Agency (“LWDA”) and Avelo, pursuant to Labor Code sections 2699 *et seq.*, of alleged violations of the Labor Code. I am submitting this notice on behalf of Ms. Curtis and all other aggrieved employees.

Ms. Curtis alleges that Avelo has violated and continues to violate sections 204, 223, 226, 226.7, 232, 232.5, 510, 512, 1174, 1182.12, 1194, and 1194.2 of the California Labor Code and corresponding sections of the California Industrial Welfare Commission Wage Order 9-2001. Ms. Curtis was subject to all of the alleged violations. The alleged violations are based upon the facts set forth below and are the subject of a proposed class action on file in the Los Angeles County Superior Court, *Curtis v. Avelo Airlines, Inc.* A copy of the complaint will be filed via the LWDA portal with this letter.

I. Failure to Pay Wages at the Agreed Hourly Rate of Pay for All Hours Worked

Pursuant to Labor Code § 223, employers are required to compensate employees for all hours worked at their agreed rate of pay. Ms. Curtis alleges that Avelo has a policy and practice

of failing to pay aggrieved employees at their agreed hourly rate for all of the hours they work, including:

- Time Ms. Curtis and aggrieved employees are required to spend prior to flights reporting for duty, preparing for their scheduled flights, and assisting customers to board the flight;
- Time Ms. Curtis and aggrieved employees are required to spend after flights assisting customers to deplane and completing incident reports;
- Time Ms. Curtis and aggrieved employees are required to spend in trainings, completing drug testing, and performing special administrative duties, such as training new hires and interviewing potential hires;
- Time when Ms. Curtis and aggrieved employees are required to be on reserve and available to be assigned to flights.

II. Failure to Pay at Least the Minimum Wage for All Hours Worked

Pursuant to Labor Code §§ 1182.12, 1194, and 1194.2, and IWC Wage Order No. 9-2001, employers must pay employees at least the minimum wage for all hours worked. Ms. Curtis alleges that Avelo has a policy and practice of failing to pay aggrieved employees at least the minimum wage for all of the hours they work, including:

- Time Ms. Curtis and aggrieved employees are required to spend prior to flights reporting for duty, preparing for their scheduled flights, and assisting customers to board the flight;
- Time Ms. Curtis and aggrieved employees are required to spend after flights assisting customers to deplane and completing incident reports;
- Time Ms. Curtis and aggrieved employees are required to spend in trainings, completing drug testing, and performing special administrative duties, such as training new hires and interviewing potential hires;
- Time when Ms. Curtis and aggrieved employees are required to be on reserve and available to be assigned to flights.

III. Failure to Pay Overtime for All Overtime Hours Worked

Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, employers are required to pay overtime at one and one-half times the regular rate of pay for hours worked over eight in a day or forty in a week and double time for hours worked over twelve in a day or over eight on the seventh consecutive day. Ms. Curtis alleges that Avelo has a policy and practice of failing to pay her and aggrieved employees overtime in compliance with California law, including by:

- Failing to calculate overtime based on all of the hours that Ms. Curtis and aggrieved employees spend working pre- and post-flight, in trainings, completing drug testing, completing reports, performing special administrative duties, and on reserve, as discussed above;
- Paying overtime only for flight hours worked over 90 a month.

IV. Failure to Provide Required Meal Periods and Pay for Missed Meal Periods

Pursuant to Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order No. 9-2001, Avelo must provide non-exempt employees with legally compliant meal periods or pay additional compensation when meal periods are not provided. Ms. Curtis and other aggrieved employees allege that Avelo's policies and practices violate these requirements by:

- Failing to provide meal periods that are uninterrupted and a full 30 minutes; instead, during the time when Avelo requires Ms. Curtis and aggrieved employees to take their meal breaks prior to their scheduled flights, they must go through security check points, travel to their assigned gate, participate in pre-flight briefings, and perform work-related duties upon request;
- Failing to pay Ms. Curtis and aggrieved employees an extra hour of pay at their regular hourly rate when they are unable to take their meal breaks or have short or interrupted meal breaks; and
- Requiring and/or forcing Ms. Curtis and aggrieved employees to waive their second meal break.

V. Failure to Provide Required Rest Periods and Pay for Missed Rest Periods

Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9-2001, Avelo must provide non-exempt employees with compliant rest periods or pay additional compensation when rest periods are not provided. Ms. Curtis and other aggrieved employees allege that Avelo fails to afford Ms. Curtis and aggrieved employees with the opportunity to take compliant rest breaks by:

- Failing to provide them with an area where they can take rest breaks onboard flights, including by prohibiting them from taking breaks in empty passenger seats;
- Failing to provide them with the opportunity to take uninterrupted breaks and thus, they are frequently prohibited from taking breaks due to customer and work-related tasks;
- Failing to pay them an extra hour of pay at their regular hourly rate when they are unable to take rest breaks; and
- Assigning work during layovers between flights, which prevents Ms. Curtis and flight attendants from taking rest breaks.

VI. Failure to Pay Wages in a Timely Manner

Pursuant to Labor Code § 204, wages earned by employees must be paid at least twice per month, with specific deadlines for payment based on the period in which the labor was performed. Employers must ensure that employees receive their full wages, including all additional earnings such as overtime, premium pay, and lead pay, in a timely manner. Ms. Curtis and other aggrieved employees allege that Avelo has engaged in a pattern and practice of delaying wage payments by:

- Paying Ms. Curtis and aggrieved employees for 37.5 flight hours on the 7th of the

month, and paying them for 37.5 flight hours on the 22nd of the month, regardless of the actual hours they worked in each pay period;

- Withholding payment for any additional flight hours worked until the paycheck issued on the 7th of the following month, causing employees to wait weeks before receiving full compensation for time already worked; and
- Delaying payment of premium pay and lead pay earned early in the prior month until the paycheck issued on the 7th of the following month, rather than paying it in the next scheduled payroll period as required by law.

VII. Failure to Maintain Employee Records and Provide Accurate Wage Statements

Pursuant to Labor Code §§ 226 and 1174 and IWC Wage Order No. 9-2001, employers are required to accurately track and maintain records of all hours worked, meal breaks, and wage statements. Employers must also ensure employees have access to these records upon request. Ms. Curtis and other aggrieved employees allege that Avelo routinely fails to maintain accurate records of all compensable hours worked, in violation of Labor Code § 1174 and IWC Wage Order No. 9-2001. Specifically, Avelo fails to accurately record the exact times each employee's workday ends, meal periods, and total daily hours worked.

Additionally, Ms. Curtis and aggrieved employees allege that wage statements issued by Avelo fail to accurately reflect the total number of hours worked, overtime hours, meal periods, and all rates of pay for each pay period. As a result, flight attendants cannot readily verify their compensation and hours worked.

VIII. Restrictions on Employee Speech Relating to Wages and Employment Conditions

Labor Code § 232 provides, in relevant part, that “[n]o employer may...[r]equire, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages,” or “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages.” Lab. Code § 232(a), (b). Similarly, Labor Code § 232.5 provides, in relevant part, that “[n]o employer may ... [r]equire, as a condition of employment, that an employee refrain from disclosing information about the employer's working conditions” or “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right to disclose information about the employer's working conditions.” Lab. Code §§ 232.5(a), (b).

Avelo has maintained a consistent policy and/or practice of restricting Ms. Curtis and aggrieved employees from making verbal or written statements regarding Company affairs to anyone outside of the Company, including representatives of the press, attorneys, investigators, government agencies, and other airline employees—without first obtaining the Company's consent. This policy unlawfully chills employees' rights to discuss working conditions, safety concerns, wages, and other employment-related matters freely, in direct violation of Labor Code §§ 232 and 232.5.

We provide this notice so that Ms. Curtis can proceed with claims for civil penalties under PAGA on behalf of herself, all aggrieved employees, and the State of California if you decline to investigate and prosecute the claims. If you elect not to investigate, please notify us within the time period set forth in Labor Code § 2699.3(a) so that Ms. Curtis can pursue the legal remedies provided by PAGA.

If you have any questions or concerns regarding the above, please do not hesitate to contact our offices. Thank you for your time and consideration of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Monique Olivier', with a stylized, flowing script.

Monique Olivier

Attorney for Selina Curtis