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David W. Slayton, Executive Officer / Clerk of Court

By: V. Gaytan Deputy

Matthew C. Helland, CA State Bar No. 250451
helland@nka.com
Daniel S. Brome, CA State Bar No. 278915
dbrome@nka.com
NICHOLS KASTER, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
Telephone: (415) 277-7235
Facsimile: (415) 277-7238

Attorneys for Plaintiffs and the putative class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Daniel Grentz, individually, on behalf of others
similarly situated, and on behalf of other
aggrieved employees,

Plaintiffs,

v.

American Airlines, Inc.,

Defendant.

Case No. 23-STCV-03941

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, AND INJUNCTIVE
RELIEF**

- (1) Wage Statement Penalties (Cal.
Lab. Code § 226)**
- (2) Penalties Pursuant to Private
Attorneys General Act of 2004
(California Labor Code §2698, *et
seq.*).**

PRELIMINARY STATEMENT

1. This is a class action brought by Individual and Representative Plaintiff Daniel Grentz (“Grentz”), on his own behalf and on behalf of the proposed class, and as a representative action on behalf of all aggrieved employees under the Private Attorneys General Act (“PAGA”), California Labor Code § 2699 *et seq.* Plaintiff, aggrieved employees, and putative Class Members are or were employed as flight attendants by Defendant American Airlines, Inc. (“American Airlines”) and were based at California airports. As outlined in this complaint, Defendant American Airlines violated the California Labor Code by, among other things, failing to provide Plaintiff and putative Class Members with wage statements that complied with California law.

2. American Airlines’ competitors have been litigating the applicability of the California Labor Code to flight personnel, such as pilots and flight attendants, for over eight years. That litigation has resulted in two California Supreme Court decisions, several Ninth Circuit decisions, and many federal district court decisions, with the end result being that flight personnel who are based on California and who do not spend more than half their work time in any one state are covered by the California Labor Code. This litigation has played out in public, has been widely reported, and has included amicus curie briefs filed by trade groups such as Airlines for America, which purports to represent the nation’s leading passenger and cargo airlines.

3. In the wake of this litigation, there is no room for dispute regarding the applicability of the California Labor Code’s wage statement requirements to flight personnel based at California airports. And yet, American Airlines continues to knowingly and intentionally violate California law by failing to include, among other things, the total hours worked on flight attendants’ wage statements.

4. The Class is made up of all persons who have been employed by Defendant as flight attendants based at California airports at any time with one year prior to this action’s filing date through the trial of this action (the “Class Period”).

5. During the Class Period, Defendant failed to provide compliant wage statements to Plaintiff and each member of the putative class as required by state law. Plaintiff seeks relief for the class under the California Labor Code to remedy Defendant’s failure to provide accurate,

1 itemized wage statements. Plaintiff seeks payment of wage statement penalties, injunctive relief
2 requiring compliance with California Law, and attorneys' fees and costs.

3 6. Plaintiff also seeks penalties under PAGA in his capacity as a representative of the
4 State of California and all aggrieved employees, for Defendant's failure to provide accurate,
5 itemized wage statements. Plaintiff also seeks payment of attorneys' fees and costs.

6 **THE PARTIES**

7 7. Individual and representative Daniel Grentz is an individual residing in San Diego,
8 California (San Diego County). He is employed by Defendant as a flight attendant based at Los
9 Angeles International Airport ("LAX"), and has been so employed for over 20 years. Plaintiff
10 Grentz typically flies a domestic schedule of nationwide flights. He rarely flies routes that stay
11 within California.

12 8. Defendant American Airlines, Inc. is a Delaware corporation headquartered in Fort
13 Worth, Texas. American Airlines operates out of numerous airports throughout the country,
14 including LAX. Defendant operates flights throughout the country.

15 **JURISDICTION AND VENUE**

16 9. This Court has jurisdiction over all causes of action asserted herein pursuant to the
17 California Constitution, Article VI, Section 10, which grants the Superior Court original
18 jurisdiction in all cases except those given to other trial courts.

19 10. Venue in Los Angeles is proper under California Code of Civil Procedure § 395.5
20 because Defendant's unlawful conduct occurred in this County, Defendant conducts substantial
21 business in this County, a substantial part of the transactions at issue took place in this County, and
22 Defendant's liability arose in, in part, in this County.

23 11. The amount in controversy herein, excluding interest, costs, penalties, and
24 attorneys' fees, exceeds the minimum jurisdictional limit of this court.

25 **FACTUAL ALLEGATIONS**

26 12. During the applicable statutory period, Plaintiff and Class Members worked as flight
27 attendants for Defendant. Defendant, through its policies, practices, and supervisors, directed the
28 work activity of Plaintiff and other flight attendants.

1 13. Due to Defendant's flight routes and schedules, Plaintiff and other California-based
2 flight attendants do not spend more than 50% of the work time in any one state.

3 14. Defendant pays Plaintiff and Class Members based on "credited hours." For most
4 flights, the credited hours are measured "block-to-block," which means the time starting when the
5 aircraft moves away from the departure gate at the start of a flight until the time it comes to a stop
6 at the arrival gate. The block-to-block time is sometime referred to as "block hours."

7 15. Plaintiff's and other flight attendants' work hours are longer than their block hours.
8 For example, Defendant requires that Plaintiff and other flight attendants report for duty at least
9 one hour prior to the scheduled departure of their first flight of the day.

10 16. According to Defendant, Plaintiff's and other flight attendants' "duty time" starts at
11 the report time before the scheduled departure of the flight attendant's first flight of the day,
12 continues until 15 to 30 minutes after the arrival of the flight attendant's last flight of the day, and
13 includes time on the ground between flights.

14 17. For purposes of California law, duty time is work time.

15 18. Plaintiff and other flight attendants sometimes earn additional credit hours, on top
16 of block hours, through various adjustments known as "rigs." However, credited hours are always
17 less than the duty time, and therefore are always less than the total hours worked.

18 19. Defendant pays Plaintiff and other flight attendants twice a month.

19 20. The paycheck Defendant delivers on or about the 30th of the month provides pay for
20 37.5 credited hours over the course of the month.

21 21. The paycheck Defendant delivers on or about the 15th of the month provides pay for
22 the balance of the credited hours earned in the previous month.

23 22. By way of example, if a flight attendant earned 80 credit hours in the month of
24 November, the paycheck delivered on or about November 30 would pay 37.5 credit hours earned
25 in November, and the paycheck delivered on or about December 15 would provide pay for the
26 remaining 42.5 credit hours earned in November.

27 23. Defendant provides wage statements to Plaintiff and other flight attendants based at
28 California airports.

1 24. Defendant's wage statements issued on the 30th of the month identify 37.5 credit
2 hours as the hours paid in the pay period. The wage statements do not identify the total hours
3 worked in the pay period.

4 25. Defendant's wage statements issued on the 15th of the month identify the additional
5 credit hours paid for the previous month. The wage statements do not identify the total hours
6 worked in the previous month or the previous pay period.

7 26. As a result, Defendant's wage statements never report the total hours Plaintiff or
8 other flight attendants worked.

9 27. On June 29, 2020, the California Supreme Court held that the Railway Labor Act
10 exemption, present in Industrial Welfare Commission Wage Order Number 9, does not preempt
11 wage statement claims under California Labor Code section 226 brought by unionized flight
12 attendants. *Ward v. United Airlines, Inc.* (2020) 9 Cal. 5th 732, 749.

13 28. In that same opinion, the California Supreme Court held that California Labor Code
14 section 226 applies to wage statements provided to transportation workers who do not work more
15 than 50% of their time in one state, and for whom their base of operations is in California. *Id.* at
16 760-61.

17 29. On February 2, 2021, the United States Court of Appeals for the Ninth Circuit held
18 that application of Labor Code section 226 to pilots and flight attendants does not violate the
19 dormant Commerce Clause of the United States constitution. *See Ward v. United Airlines, Inc.* (9th
20 Cir. 2021) 986 F.3d 1234, 1242; *Oman v. Delta Air Lines, Inc.* (9th Cir. 2021) 835 F. App'x 272,
21 273, *cert. denied* (2022) 142 S. Ct. 755.

22 30. The Ninth Circuit also held that application of Labor Code section 226 to pilots and
23 flight attendants was not preempted by the Airline Deregulation Act or the Railway Labor Act.
24 *Ward*, 986 F.3d at 1243-44. United Airlines did not petition the United States Supreme Court for a
25 writ of certiorari after this decision.

26 31. Delta Air Lines did file a petition for a writ of certiorari in the *Oman* case. The
27 United States Supreme Court denied that petition on January 10, 2022. *Delta Air Lines, Inc. v.*
28 *Oman* (2022) 142 S. Ct. 755.

32. On February 23, 2021, a separate panel of the Ninth Circuit also held that the dormant Commerce Clause does not prevent application of the California Labor Code to flight attendants. *Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1136 (9th Cir. 2021), *cert. denied* (2022) 142 S. Ct. 2903.

33. On July 9, 2018, the United States District Court for the Northern District of California held that Virgin America's failure to include the rates of pay and total hours worked on flight attendant wage statements constituted a knowing and intentional violation of the labor code. *Bernstein v. Virgin America, Inc.* (N.D. Cal., July 9, 2018, No. 15-CV-02277-JST) 2018 WL 3344316, at *6, *aff'd in part, rev'd in part and remanded* (9th Cir. 2021) 990 F.3d 1157.

34. On November 10, 2021, the United States District Court for the Northern District of California held that the Labor Code’s requirement to report total hours worked and hourly rates of pay applies to flight attendants paid under credit-based payment structures. *See Booher v. JetBlue Airways* (N.D. Cal. Nov. 10, 2021, No. 15-cv-01203-JSW) slip op. at 6.

35. On July 8, 2022, the United States District Court for the Northern District of California held that Delta's failure to provide its flight attendants with wage statements showing, among other things, the total hours worked, was a knowing and intentional violation of the Labor Code as of January 10, 2022 (the date the United States Supreme Court denied Delta's petition). *Oman v. Delta Air Lines, Inc.* (N.D. Cal. July 8, 2022, No. 15-CV-00131-WHO) 2022 WL 4596624, at *14.

36. Despite the now-clear legal authority that Labor Code Section 226 applies to flight attendants based in California, Defendant fails to report the total hours worked on the wage statements it issues to Plaintiff and other flight attendants.

37. Defendant modified its wage statements several years ago, but did not start listing the total hours worked at that time.

38. Defendant's failure to list the total hours worked on its wage statements constitutes a knowing and intentional violation of California law.

CLASS ALLEGATIONS

1 39. Plaintiff brings this action as a class action pursuant to California Code of Civil
2 Procedure § 382 on behalf of the following defined class:

3 All Persons who are or have been employed by Defendant as flight attendants based
4 at California airports at any time within one year prior to this action's filing date
5 through the trial of this action.

6 40. Plaintiff seeks certification of this lawsuit as a class action, in order that Plaintiff's
7 rights and the rights of the Class Members relating to Defendant's failure to provide complete and
8 accurate wage statements, the amount of penalties owed, the issuance of an injunction and
9 Plaintiff's attorneys' fees and costs any other damages due, may be resolved fairly, efficiently, and
10 consistently.

11 41. This action is brought pursuant to California Code of Civil Procedure § 382 because
12 there is a well-defined community of interest in the litigation and the proposed class is easily
13 ascertainable. There are hundreds of flight attendants in the proposed class. A class action is
14 appropriate because there exists an ascertainable and sufficiently numerous class, there is a well-
15 defined community of interest, and proceeding on a class-wide basis will have substantial benefits
16 and is superior to the alternatives.

17 42. *Numerosity.* The size of the class makes a class action both necessary and efficient.
18 The class consists of thousands of current and former employees. Members of the class are
19 ascertainable through Defendant's records, and are so numerous that joinder is impracticable.

20 43. *Predominant Common Questions of Law and Fact.* The issues surrounding this
21 lawsuit present common questions of law and fact, and these common questions predominate over
22 the variations, if any, which may exist between members of the class. These common questions of
23 law and fact include, without limitation:

- 24 a. Whether Defendant failed to provide accurate itemized wage statements to Class
25 Members as required by Labor Code section 226;
- 26 b. Whether Defendant's failure to provide accurate itemized wage statements was
27 knowing and intentional.
- 28 c. The amount of penalties due to Plaintiff and Class Members.

1 44. *Typicality.* Plaintiff's interests in the subject matter and remedy sought are typical
2 of those of the other putative class members. Plaintiff and other members of the class were
3 employed during the Class Period, based at California airports, and received wage statements that
4 did not disclose the total hours worked. Plaintiff and Class Members sustained injuries arising out
5 of and caused by Defendant's common course of conduct in violation of law as alleged herein.

6 45. *Adequacy.* Plaintiff is able to fairly and adequately represent and protect the interests
7 of the class, because Plaintiff's individual interests are consistent with, and not antagonistic to, the
8 interests of the classes, and because Plaintiff has retained counsel who possess the requisite
9 resources and ability to prosecute this case as a class action. Plaintiff's counsel is competent and
10 experienced in litigating large wage and hour class actions.

11 46. *Predominance.* Defendant has engaged in a common practice of issuing incomplete
12 wage statements to Plaintiff and Class Members. The common issues arising from this conduct that
13 affect Plaintiff and Class Members predominate over any individual issues. Adjudication of these
14 common issues in a single action has important and desirable advantages of judicial economy.

15 47. *Superiority.* Individual actions by each member of the class injured or affected
16 would result in a multiplicity of actions, and potentially inconsistent judgments, creating a hardship
17 to Plaintiff, the Class Members, to the Court, and to Defendant. The damages suffered by the
18 individual Class Members are small compared to the expense and burden of vigorous individual
19 prosecution of this litigation against a corporate Defendant. Accordingly, a class action is the
20 superior method for the fair and efficient adjudication of this lawsuit and distribution of the
21 common fund to which the class is entitled.

22 48. Plaintiffs intend to send notice to all members of the class.

23 **FIRST CLAIM FOR RELIEF**

24 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

25 **(Labor Code § 226)**

26 (On Behalf of Plaintiff and the Class)

27 49. Plaintiff and Class Members allege and incorporate by reference the allegations in
28 the preceding paragraphs.

50. Pursuant to Labor Code section 226, employers, including Defendant, must provide their employees an accurate, written, itemized wage statement with each paycheck. The wage statement must show, among other things, the total hours worked by employees.

51. By failing to itemize the number of hours Plaintiff and other Class Members worked, Defendant knowingly and intentionally failed to provide Plaintiff and Class Members with the required accurate, written, itemized wage statements.

52. Pursuant to Labor Code section 226, Plaintiffs and Class Members have suffered injury as a result of Defendant's failure to provide accurate, written, itemized wage statements because one cannot not promptly and easily determine the total hours worked by reference to the wage statement alone.

53. Defendant has committed and continues to commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and Class Members, in conscious disregard of Plaintiff's and Class Members' rights.

54. Plaintiff and Class Members are entitled to all actual and statutory damages and penalties available for these violations under Labor Code section 226(e).

55. Plaintiff and Class Members are also entitled to an injunction requiring compliance with Labor Code section 226, as well as their attorneys' fees and costs.

SECOND CLAIM FOR RELIEF

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004

(California Labor Code §2698, *et seq.*)

(On Behalf of Plaintiff and Other Aggrieved Employees)

56. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

57. Plaintiff alleges a claim under California Labor Code §§ 2698–99 in a representative capacity on behalf of himself and other current or former employees who are or have been employed by Defendant as flight attendants based at California airports at any time on or after January 1, 2024 through the trial of this action in order to receive civil penalties.

1 58. The California Labor Code Private Attorneys General Act of 2004 (“PAGA”),
2 California Labor Code § 2698 et seq., grants California employees the right to bring a civil action
3 for the violation of any provision of the Labor Code. PAGA is intended to assist in the
4 achievement of maximum compliance with state labor laws by empowering aggrieved employees
5 to act as private attorneys general in order to recover civil penalties for Labor Code Violations
6 that otherwise would be prosecuted by the state. *See Arias v. Super. Ct.* (2009) 46 Cal.4th 969,
7 980.

8 59. On February 24, 2023 pursuant to California Labor Code § 2699.3, Plaintiff filed a
9 PAGA letter online with the Labor and Workforce Development Agency (LWDA), accompanied
10 by the \$75 filing fee, and sent notice by certified mail to the Defendant of the specific provisions
11 of the Labor Code that Plaintiff alleges Defendant has violated, including the facts and theories to
12 support the violations. The LWDA received Plaintiff’s notice that same day. A copy of this
13 PAGA letter is attached hereto as **Exhibit A**. The time limit for the agency to respond has
14 expired, and the LWDA has not notified Plaintiff that it intends to investigate Plaintiff’s
15 allegations.

16 60. PAGA permits an aggrieved employee to collect the civil penalty authorized by
17 law and normally collectible by the California Labor and Workforce Development Agency. To
18 address violations for which no penalty has been established, § 2699 creates a private right of
19 action for aggrieved employees and a default penalty in the amount of \$100 for each aggrieved
20 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay
21 period for each subsequent violation. *See Cal. Lab. Code § 2699(a), (f).*¹

22 61. Specifically, Plaintiff alleges that Defendant issues wage statements to California-
23 based flight attendants that reflect credited hours, but do not reflect all hours actually worked, or
24 all rates actually paid, in violation of Labor Code § 226. California Labor Code § 2699(g) further
25 provides that any employee who prevails in an action for civil penalties is entitled to an award of
26 reasonable attorneys’ fees and costs. Plaintiff hereby seeks to recover attorneys’ fees and costs

27 _____
28 ¹ This language was recently amended; however, the new language does not apply to cases like this one in which the
PAGA notice was filed before June 19, 2024. Cal. Lab. Code § 2699(v)(2).

1 under this fee and cost provision.

2 62. Plaintiff is an “aggrieved employee” as defined by PAGA and seeks to represent
3 all other flight attendants who were based at California airports on or after January 1, 2024.

4
5 **PRAYER FOR RELIEF**

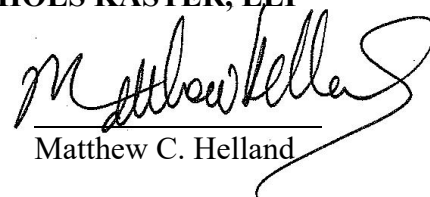
6 WHEREFORE, Plaintiff, on behalf of himself and all members of the Class he seeks to
7 represent, prays for relief as follows:

- 8 A. Certification of this action as a class action under California Code of Civil
9 Procedure § 382;
- 10 B. Designation of Plaintiff as class representative;
- 11 C. Appointment of Nichols Kaster, LLP as class counsel;
- 12 D. Appropriate statutory penalties;
- 13 E. An injunction requiring that Defendant comply with Labor Code section 226
14 for flight personnel based at California airports.
- 15 F. An award of penalties under California’s Private Attorney General
16 Act (“PAGA”), Cal. Labor Code § 2698, *et seq.*;
- 17 G. Attorneys’ fees and costs of suit, including expert fees, pursuant to
18 California Labor Code sections 226(h), 2699(g), and/or other applicable law;
19 and
- 20 H. Such other equitable relief as the Court may deem just and proper.
- 21

22 Dated: September 19, 2024

NICHOLS KASTER, LLP

23
24 By:


Matthew C. Helland

25 Attorneys for Plaintiffs and Others Similarly Situated
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