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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10
11 ANNELOSE SHERRILL, on behalf of the
State of California, as a private attorney
12 general,

13
14 Plaintiff,

15 vs.

16 SKYWEST AIRLINES, INC., a
Corporation; and DOES 1 through 50,
17 inclusive,

18
19 Defendants.
20
21

Case No. **26TRCV00273**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Annelise Sherrill (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Skywest Airlines, Inc. (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current
9 and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek**
10 **to recover anything other than penalties as permitted by California Labor Code § 2699.**

11 To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations, but simply the civil
13 penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 **THE PARTIES**

25 5. Skywest Airlines, Inc. (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT is a major U.S. regional airline operating flights for carriers like
28

1 Delta, United, American, and Alaska Airlines. DEFENDANT is a subsidiary of Skywest, Inc.

2 7. PLAINTIFF was employed by DEFENDANT in California from August 23, 2019
3 to March 11, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
4 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
5 payment of minimum and overtime wages due for all time worked.

6 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to all
9 individuals who are or previously were employed by DEFENDANT in California, including any
10 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees,
11 excluding Flight Attendants ("AGGRIEVED EMPLOYEES") during the time period of October
12 16, 2024 until a date as determined by the Court (the "PAGA PERIOD").

13 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
14 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
16 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
17 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
19 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
20 within the meaning of Labor Code § 2699.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
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1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

5 13. State law provides that employees must be paid overtime and meal and rest
6 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
7 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
8 tied to specific elements of an employee's performance.

9 14. The second component of PLAINTIFF's and the AGGRIEVED
10 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
11 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular
15 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
17 compensation as part of the employees' "regular rate of pay" for purposes of calculating
18 overtime pay and meal and rest break premium pay. Management and supervisors described
19 the incentive program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and the
21 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
22 do so has resulted in a underpayment of overtime compensation and meal and rest break
23 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

24 15. As a result of their rigorous work schedules, PLAINTIFF and the
25 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
26 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
27 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
28 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving

1 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
2 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
3 which these employees were required by DEFENDANT to work ten (10) hours of work.
4 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
5 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
6 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice.

8 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES were also required from time to time to work in excess of four (4) hours
10 without being provided ten (10) minute rest periods. Further, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
12 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
13 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
14 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
15 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
16 also not provided with one hour wages in lieu thereof. Additionally, the applicable
17 California Wage Order requires employers to provide employees with off-duty rest periods,
18 which the California Supreme Court defined as time during which an employee is relieved
19 from all work related duties and free from employer control. In so doing, the Court held that
20 the requirement under California law that employers authorize and permit all employees to
21 take rest period means that employers must relieve employees of all duties and relinquish
22 control over how employees spend their time which includes control over the locations
23 where employees may take their rest period. Employers cannot impose controls that prohibit
24 an employee from taking a brief walk - five minutes out, five minutes back. Here,
25 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
26 unconstrained walks and is unlawful based on DEFENDANT's rule which states
27 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
28 their rest period.

1 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
2 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
3 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
4 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
5 all time worked, meaning the time during which an employee was subject to the control of
6 an employer, including all the time the employee was permitted or suffered to permit this
7 work. DEFENDANT required these employees to work off the clock without paying them
8 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
9 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
10 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES forfeited time worked by working without their time being accurately
12 recorded and without compensation at the applicable minimum wage and overtime wage
13 rates. To the extent that the time worked off the clock does not qualify for overtime
14 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
15 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
18 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
19 provides that every employer shall furnish each of his or her employees with an accurate
20 itemized wage statement in writing showing, among other things, gross wages earned and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
23 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
24 during the pay period and the total hours worked, and the applicable pay period in which the
25 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
26 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
27 identify such information. More specifically, the wage statements failed to identify the
28 accurate total hours worked each pay period. When the hours shown on the wage statements

1 were added up, they did not equal the actual total hours worked during the pay period in
2 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
3 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
4 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
5 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
6 statements which violated Cal. Lab. Code § 226.

7 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
8 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
9 the wages are paid not more than seven (7) calendar days following the close of the payroll
10 period. Cal. Lab. Code § 210 provides:

11 in [I]n addition to, and entirely independent and apart from, any other penalty provided
12 this article, every person who fails to pay the wages of each employee as provided in
13 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
14 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

15 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
16 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
17 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
18 wage payments.

19 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
20 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
21 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
22 employees earn non-discretionary remuneration, including, but not limited to, incentives,
23 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
24 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
25 their base rates of pay.

26 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
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1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
18 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
19 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
20 2802, employers are required to indemnify employees for all expenses incurred in the course
21 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
22 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
23 employee in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer, even though unlawful, unless the employee, at
25 the time of obeying the directions, believed them to be unlawful."

26 26. In the course of their employment PLAINTIFF and the AGGRIEVED
27 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
28 personal cellular phones as a result of and in furtherance of their job duties as employees for

1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit.
3 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
4 DEFENDANT to use their personal cellular phones. As a result, in the course of their
5 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
6 incurred unreimbursed business expenses which included, but were not limited to, costs
7 related to the use of their personal cellular phones all on behalf of and for the benefit of
8 DEFENDANT.

9 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
10 terminated and DEFENDANT has not tendered payment of all wages owed as required by
11 law.

12 **JURISDICTION AND VENUE**

13 28. This Court has jurisdiction over this Action pursuant to California Code of
14 Civil Procedure, Section 410.10.

15 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
17 employs AGGRIEVED EMPLOYEES across California, including in this County, and
18 committed the wrongful conduct herein alleged in this County against AGGRIEVED
19 EMPLOYEES.

20 **FIRST CAUSE OF ACTION**

21 **For Violation of the Private Attorneys General Act**

22 **[Cal. Lab. Code §§ 2698]**

23 **(By PLAINTIFF and Against All Defendants)**

24 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
25 forth herein, the prior paragraphs of this Complaint.

26 31. PAGA is a mechanism by which the State of California itself can enforce state
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
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1 the state's labor law enforcement agencies. An action to recover civil penalties under
2 PAGA is fundamentally a law enforcement action designed to protect the public and not to
3 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
4 but to create a means of "deputizing" citizens as private attorneys general to enforce the
5 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
6 public interest to allow aggrieved employees, acting as private attorneys general to recover
7 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
8 claims cannot be subject to arbitration.

9 32. PLAINTIFF, and such persons that may be added from time to time who
10 satisfy the requirements and exhaust the administrative procedures under the Private
11 Attorney General Act, brings this Representative Action on behalf of the State of California
12 with respect to all individuals who are or previously were employed by DEFENDANT in
13 California, including any employees staffed with DEFENDANT by a third party, and
14 classified as non-exempt employees, excluding Flight Attendants ("AGGRIEVED
15 EMPLOYEES") during the time period of October 16, 2024 until a date as determined by
16 the Court (the "PAGA PERIOD").

17 33. On October 16, 2025, PLAINTIFF gave written notice by electronic mail to
18 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
19 employer of the specific provisions of this code alleged to have been violated as required by
20 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
21 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
22 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
23 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
24 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

25 34. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
2 required expenses, and (f) failed to provide wages when due, all in violation of the applicable
3 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246,
4 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
5 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby
6 gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery
7 of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
8 as the representative of the State of California for the illegal conduct perpetrated on
9 PLAINTIFF and the AGGRIEVED EMPLOYEES.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
12 severally, as follows:

13 1. On behalf of the State of California and with respect to all AGGRIEVED
14 EMPLOYEES:

15 A) Recovery of civil penalties as prescribed by the Labor Code Private
16 Attorneys General Act of 2004; and,

17 B) An award of attorneys' fees and cost of suit, as allowable under the
18 law, including, but not limited to, pursuant to Labor Code §2699.

19 Dated: January 26, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
20 LLP

21
22 By: /s/ Norman Blumenthal
23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw

26 *Attorneys for Plaintiff*

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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October 16, 2025
CA3688

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

SKYWEST AIRLINES, INC.
Certified Mail # 9589071052702856216052
CORPORATE CREATIONS NETWORK,
INC.
7801 Folsom Blvd. #202
Sacramento, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Annelise Sherrill ("Plaintiff") and all other Aggrieved Employees of Skywest Airlines, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees, excluding Flight Attendants, during the time period of October 16, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant from August 23, 2019 to March 11, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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Plaintiff was employed by Defendant as a Cross Utilized Supervisor at Redding Regional Airport located at 6751 Woodrum Circle, # 200, Redding, CA 96002. Plaintiff had an extensive set of job responsibilities, including being in charge of the airport gate and the gate ramp, checking customers in, dealing with passengers with disabilities, baggage issues, and virtually any other issue related to Skywest flights coming in and out the airport. As such, throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were often unable to receive compliant meal breaks and rest breaks, which were often taken late, interrupted or missed entirely. Plaintiff rarely took meal breaks during shifts that lasted over 5 hours due to the lack of coverage coupled with the need to be available to crew and customers at all times. As to departing flights, for example, Plaintiff had to stay until the flight crew departed, including those occasions where flights were delayed several hours, resulting in missed meal breaks on a regular basis. Plaintiff's rest breaks were often missed, late or interrupted by work-related issues since Plaintiff was the point of contact for virtually every issue related to crew, maintenance and customers. Indeed, Plaintiff was required to wear a radio at all times and would risk getting written up if she did not have her radio on, which meant meal and rest breaks were never duty-free. The only time Plaintiff would turn her radio off was when she went to the bathroom. Defendant recorded and paid Plaintiff zero premium payments for meal and/or rest break violations during the PAGA Period which is a wholly inaccurate reflection of actual violations during that time period. See **Exhibit #1** which is a true and correct copy of Plaintiff's wage summary dated October 11, 2024 through February 28, 2025. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, while at home and off the clock, Plaintiff completed online module training such as above & below the wing training, push back training and E175 training. Plaintiff also assisted her boss (Robert Warren) with administrative tasks while off the clock, such as covering payroll duties when he was out of town and sending emails on his behalf. Plaintiff also made training schedules at home and while off the clock. In addition, while off the clock, Plaintiff assisted employees with training questions they needed help with via text, call or group message, resulting in additional unpaid minimum and overtime wages. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work. Additional untimely payment of wages to Plaintiff and other Aggrieved Employees is identified as "LATE" on Plaintiff's wage summary. See **Exhibit #1**.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working at home performing work tasks such as taking care of administrative work while her boss was out of town or helping co-workers with training-related questions. Defendant also violated Cal. Lab. Code Section 226(a)(2) by including hours not actually worked by Plaintiff. For example, during the pay period ending December 26, 2024, Plaintiff's wage summary indicates she worked a total of 42.5 hours but 6.75 of these hours were for paid time off ("PTO"). Since Plaintiff did not work the 6.75 PTO hours, these hours should not have been included in the total hours worked for that pay period which is a violation of Cal. Lab. Code Section 226(a)(2). *See **Exhibit #1***. Furthermore, Defendant violated Cal. Lab. Code Section 226(a)(9) by failing to include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. For example, Plaintiff was paid \$145.46 for retro pay ("RET") but Defendant's wage statement does not include the hours or rate associated with the "RET" payment. *See **Exhibit #1***.

In addition, Defendant failed to include all non-discretionary incentive wages including, but not limited to "SPV", "BNFIN" and "BNOPR" into the regular rate for purposes of calculating Plaintiff's correct overtime rate and/or sick pay rate during certain pay periods. For example, during the pay period ending December 12, 2024, Plaintiff earned \$85.07 of non-discretionary "SPV" pay in the same pay period she earned overtime ("OTP"), but "SPV" pay was not included in Plaintiff's regular rate in order to determine her correct overtime rate, resulting in an underpayment of overtime. *See **Exhibit #1***. As a result of Defendant's conduct, Plaintiff alleges she was underpaid earned wages in violation of Cal. Lab code Sections 246 and 510.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to "SPV", "BNFIN" and "BNOPR" from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. Even though she had a radio on at all times, Plaintiff still had to use her personal cell phone for work-related purposes without getting reimbursed the reasonable expenses she incurred

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using her cell phone for Defendant's benefit. For example, as set forth above, Plaintiff was contacted on her cell phone by other employees regarding training questions. Also, Plaintiff was in charge of calling for and ordering fuel from the jet center and this was done on her cell phone. Plaintiff's supervisors would also call her and vice versa on her cell phone regarding work-related issues. Plaintiff also spent her own money on work attire since the company allotment was not enough to cover additional shirts, pants, sweatshirts, gloves, beanies and a winter coat she needed to perform her job functions in cold weather.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, including Plaintiff, whose employment with Defendant ended in March of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

SkyWest Airlines, Inc.

Select: Company is "SKYW - SkyWest Airlines, Inc." and Employee(s) is [REDACTED]

Sort Order: Period Control(Asc)

Pay Period Range: 20190101 - 20250401

EMPLOYEE	EAR
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EMPLOYEE		EARNINGS					DEDUCTIONS		TAXES					
Name	Number	Code	Pers	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Sherrill, Annelise	████	Pay No: 1 SPV	PerControl		Pay Date			Period End Date		Job Code		Continued from Previous Page		
			202410111		10/11/2024		10/11/2024		10/3/2024		1099			
							105.88		Z					
				30.250000		759.59							104.47	
Check Printed: 6928866				Check Amount:		0.00	Direct Deposit:		655.12		Net:		655.12	
Sherrill, Annelise	████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202410251		10/25/2024		10/25/2024		10/17/2024		1099			
			REG	7.500000	17.00	127.50		Z		CASDIEE	4.83			
			REG	8.400000	17.00	142.80		Z		USFIT	4.25			
			SPV			74.90		Z		USMEDEE	6.36			
			TRN	5.500000	17.00	93.50		Z		USSOCEE	27.20			
				21.400000		438.70					42.64			
Check Printed: 6942794				Check Amount:		0.00	Direct Deposit:		396.06		Net:		396.06	
Sherrill, Annelise	████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202411081		11/8/2024		11/8/2024		10/31/2024		1099			
			LATE	3.500000	17.00	59.50		Z		CASDIEE	4.59			
			REG	14.870000	17.00	252.79		Z		USFIT	2.14			
			REG	2.000000	17.00	34.00		Z		USMEDEE	6.06			
			SPV			71.30		Z		USSOCEE	25.89			
				20.370000		417.59					38.68			
Check Printed: 6971808				Check Amount:		0.00	Direct Deposit:		378.91		Net:		378.91	
Sherrill, Annelise	████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202411221		11/22/2024		11/22/2024		11/14/2024		1099			
			LATE	1.030000	17.00	17.51		Z		CASDIEE	6.60			
			LATOT	0.230000	17.00	5.86		Z		USFIT	20.34			
			OJTR	15.000000	17.00	255.00		Z		USMEDEE	8.69			
			REG	11.870000	17.00	201.79		Z		USSOCEE	37.17			
			REG	1.000000	17.00	17.00		Z						
			SPV			102.36		Z						
				29.130000		599.52					72.80			
Check Printed: 6976146				Check Amount:		0.00	Direct Deposit:		526.72		Net:		526.72	
Sherrill, Annelise	████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202412061		12/6/2024		12/6/2024		11/28/2024		1099			
				6.800000	17.00	115.60		Z		CASDIEE	6.64			

SkyWest Airlines, Inc.

Select: Company is "SKYW - SkyWest Airlines, Inc." and Employee(s) is

Sort Order: Period Control(Asc)

Pay Period Range: 201901011 - 202504019

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EMPLOYEE		EARNINGS					DEDUCTIONS			TAXES				
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Sherrill, Annelise	██████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202412061		12/6/2024	12/6/2024	11/28/2024	1099	Continued from Previous Page					
		LATOT		0.100000	17.00		2.55	Z		USFIT		20.82		
		REG		2.000000	17.00		34.00	Z		USMEDEE		8.76		
		REG		20.530000	17.00		349.01	Z		USSOCEE		37.47		
		SPV					103.18	Z						
				29.430000			604.34					73.69		
Check Printed: 6991021			Check Amount:			0.00	Direct Deposit:			530.65	Net:	530.65		
Sherrill, Annelise	██████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202412201		12/20/2024	12/20/2024	12/12/2024	1099						
		OJTR		5.000000	17.00		85.00	Z	UAET	37.48	CASDIEE		5.48	
		OTP		0.150000	17.00		3.82	Z			USFIT		10.21	
		REG		2.000000	17.00		34.00	Z			USMEDEE		7.23	
		REG		17.080000	17.00		290.36	Z			USSOCEE		30.89	
		SPV					85.07	Z						
		24.230000			498.25			37.48		53.81				
Check Printed: 7005182			Check Amount:			0.00	Direct Deposit:			406.96	Net:	406.96		
Sherrill, Annelise	██████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202501031		1/3/2025	1/3/2025	12/26/2024	1099						
		LATE		2.080000	17.50		36.40	Z			CASDIEE		10.71	
		OJTR		19.500000	17.50		341.25	Z			CASIT		4.09	
		PTO		6.750000	17.50		118.12	Z			USFIT		48.54	
		REG		14.170000	17.50		247.98	Z			USMEDEE		12.94	
		SPV					148.75	Z			USSOCEE		55.34	
		42.500000			892.50					131.62				
Check Printed: 7019383			Check Amount:			0.00	Direct Deposit:			760.88	Net:	760.88		
Sherrill, Annelise	██████	Pay No: 1	PerControl		Pay Date			Period End Date		Job Code				
			202501171		1/17/2025	1/17/2025	1/9/2025	1099						
		LATE		1.930000	17.50		33.78	Z		112.44	CASDIEE		7.85	
		OJTR		7.400000	17.50		129.50	Z			USFIT		24.26	
		REG		18.820000	17.50		329.35	Z			USMEDEE		9.49	
		REG		3.000000	17.50		52.50	Z			USSOCEE		40.55	
					109.02	Z								

Detail Payroll Register
SkyWest Airlines, Inc.

Select: Company is "SKYW - SkyWest Airlines, Inc." and Employee(s) is [REDACTED]
Sort Order: Period Control(Asc)
Pay Period Range: 201901011 - 202504019

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EMPLOYEE		EARNINGS					DEDUCTIONS		TAXES				
Name	Number Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl	Pay Date	1/17/2025		Period End Date	Job Code	Continued from Previous Page				
			202501171	1/17/2025	1/17/2025	1/9/2025	1099						
			31.150000	654.15	112.44	82.15							
Check Printed: 7033700			Check Amount:			0.00	Direct Deposit:		459.56	Net:		459.56	
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl	Pay Date	1/31/2025	1/31/2025	1/23/2025	1099					
			202501311	1/31/2025	1/31/2025	1/23/2025	1099						
			LATE	1.000000	17.50	17.50	Z		CASDIEE	6.17			
			OJTR	5.000000	17.50	87.50	Z		USFIT	10.30			
			REG	2.000000	17.50	35.00	Z		USMEDEE	7.46			
			REG	16.500000	17.50	288.75	Z		USSOCEE	31.90			
			SPV			85.75	Z						
			24.500000	514.50		55.83							
Check Printed: 7049695			Check Amount:			0.00	Direct Deposit:		458.67	Net:		458.67	
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl	Pay Date	2/4/2025	2/4/2025	2/4/2025	1099					
			202502042	2/4/2025	2/4/2025	2/4/2025	1099						
			BNFIN		550.00	Z		CASDIEE	7.00				
			BNOPR		33.34	Z		USFIT	17.18				
								USMEDEE	8.46				
								USSOCEE	36.17				
			0.000000	583.34		68.81							
Check Printed: 7059854			Check Amount:			0.00	Direct Deposit:		514.53	Net:		514.53	
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl	Pay Date	2/14/2025	2/14/2025	2/6/2025	1099					
			202502141	2/14/2025	2/14/2025	2/6/2025	1099						
			LATE	1.080000	17.50	18.90	Z		CASDIEE	10.22			
			OJTR	15.500000	17.50	271.25	Z		CASIT	3.19			
			REG	21.970000	17.50	384.48	Z		USFIT	44.00			
			REG	2.000000	17.50	35.00	Z		USMEDEE	12.34			
			SPV			141.92	Z		USSOCEE	52.79			
			40.550000	851.55		122.54							
Check Printed: 7080073			Check Amount:			0.00	Direct Deposit:		729.01	Net:		729.01	
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl	Pay Date	2/28/2025	2/28/2025	2/20/2025	1099					
			202502281	2/28/2025	2/28/2025	2/20/2025	1099						
			OJTR	2.000000	17.50	35.00	Z	UAOI	100.00	CASDIEE	7.28		
			OJTR	8.000000	17.50	140.00	Z		USFIT	19.47			

Detail Payroll Register
SkyWest Airlines, Inc.

Select: Company is "SKYW - SkyWest Airlines, Inc." and Employee(s) is [REDACTED]
Sort Order: Period Control(Asc)
Pay Period Range: 201901011 - 202504019

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EMPLOYEE		EARNINGS					DEDUCTIONS			TAXES					
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Loc	Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl		Pay Date					Period End Date	Job Code	Continued from Previous Page			
		PTO	202502281		2/28/2025	2/28/2025	2/20/2025	1099							
				9.750000	17.50	170.62		Z			USMEDEE		8.79		
				REG	8.120000	17.50	142.10		Z			USSOCEE		37.59	
				REG	1.000000	17.50	17.50		Z						
				SPV			101.04		Z						
					28.870000		606.26					100.00		73.13	
Check Printed: 7094602					Check Amount:	0.00			Direct Deposit:	433.13		Net:		433.13	
Sherrill, Annelise	[REDACTED]	Pay No: 1	PerControl		Pay Date					Period End Date	Job Code				
		PTO	202503122		3/12/2025	3/12/2025	3/12/2025	1099							
				59.463400	17.50	1,040.61		Z			CASDIEE		15.49		
				REG	2.000000	17.50	35.00		Z			CASIT		14.99	
				SPV			215.12		Z			USFIT		96.33	
											USMEDEE		18.72		
											USSOCEE		80.03		
			61.463400		1,290.73							225.56			
Check Printed: 7109860					Check Amount:	0.00			Direct Deposit:	1,065.17		Net:		1,065.17	

Detail Payroll Register
SkyWest Airlines, Inc.

Select: Company is "SKYW - SkyWest Airlines, Inc." and Employee(s) is [REDACTED]
Sort Order: Period Control(Asc)
Pay Period Range: 201901011 - 202504019

EMPLOYEE		EARNINGS					DEDUCTIONS		TAXES					
Name	Number	Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Report Totals:														
						725.24		Z		ASITL	370.30	CASDIEE	556.09	
						233.33		Z		MISAR	100.00	CASIT	90.41	
			6.000000			93.00		Z		UAET	2,022.75	USFIT	1,353.62	
			18.000000			234.00		Z		UAOI	350.00	USMEDEE	741.38	
			34.260000			721.93		Z				USSOCEE	3,170.00	
			146.220000			2,143.65		Z						
			3.410000			67.05		Z						
			3.250000			58.50		Z						
			218.580000			3,359.90		Z						
			3.350000			69.04		Z						
			104.463400			1,748.10		Z						
			2,212.400000			32,981.07		Z						
						145.46		Z						
						4,558.07		Z						
			182.330000			2,716.28		Z						
			2.000000			52.00		Z						
			17.250000			386.06		Z						
			34.000000			497.00		Z						
			4.950000			153.45		Z						
			8.000000			186.00		Z						
Report Totals:	Number of Pays	145	2,998.463400			51,129.13					2,843.05		5,911.50	
						Total Check Amts	0.00		Total DDAs:	42,374.58		Total Net:	42,374.58	

* Excluded in Total Hours
Based on your security profile, this report only includes the records to which you have been granted access.