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January 24, 2022

VIA ELECTRONIC SUBMISSION

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Subject: *Xavier Castro v. SkyWest Airlines, Inc.*

Dear Representative:

This office represents Xavier Castro in connection with his claims under the California Labor Code. Mr. Castro was an employee of SkyWest Airlines, Inc. ("SkyWest").

The employer may be contacted directly:

SkyWest Airlines, Inc
444 South River Road St.
George, UT 84790

Mr. Castro intends to seek civil penalties, wages, and all other available relief for violations of the California Labor Code, which are recoverable under California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") and California Labor Code section 558. Mr. Castro seeks recovery on behalf of himself, the State of California, and other California-based individuals employed in flight crew positions, including individuals employed as Pilots, Co-Pilots, Navigators and Flight Attendants, or individuals holding similar job positions ("aggrieved employees"). This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SkyWest is a major U.S. airline carrier and operates flight routes both within the state of California and originating in California and traveling nationally. SkyWest has employed Xavier Castro as a flight crew employee until 2021. Mr. Castro's relevant claims are as follows:

Violation of California Labor Code §§ 226.7 and 512

California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order require employers to provide meal and rest breaks and require employers to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512 and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. SkyWest failed to provide Mr. Castro and other aggrieved employees all meal and/or rest periods and failed properly to compensate Mr. Castro and other aggrieved employees for late and missed meal and rest periods.

As a result of SkyWest's failure to provide California flight crew employees meal or rest periods, Mr. Castro and aggrieved employees could not take timely, uninterrupted meal breaks and/or rest breaks. SkyWest then failed to pay Mr. Castro and other aggrieved employees the full meal and rest period premiums due pursuant to California Labor Code sections 226.7 and 512.

Violation of California Labor Code § 226(a)

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SkyWest did not provide Mr. Castro and other aggrieved employees with properly itemized wage statements. The violations include failing to list the total hours worked as a result of failing to record and then state the hours they worked.

Consequently, Mr. Castro and other aggrieved employees were unable to verify, solely from information on the wage statements themselves, that they were paid correctly and in full. In addition, because SkyWest failed to provide the accurate number of total hours worked on wage statements, Mr. Castro and other aggrieved employees have been prevented from determining if all hours worked were paid or the extent of the underpayment. As a result, Mr. Castro and other aggrieved employees must reconstruct their time records and perform computations in order to analyze whether in fact they were paid correctly and the extent of the underpayment, all at great expense to them in terms of both time and money.

Violation of California Labor Code §§ 201, 202, and 203

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or his employment, his or his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting. SkyWest willfully failed to pay aggrieved employees who are no longer employed by SkyWest all of their earned wages, including but not limited to, unpaid overtime wages, unpaid minimum wages, unpaid meal and rest period premium

wages, and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving SkyWest's employ.

Violation of California Labor Code § 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SkyWest failed to pay Mr. Castro and other aggrieved employees all wages due to them, including, but not limited to, unpaid overtime wages, unpaid minimum wages, unpaid meal and rest period premium wages, and reporting time pay, within any time period specified by California Labor Code section 204.

Therefore, on behalf of all aggrieved employees, Mr. Castro seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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The Bainer Law Firm
1901 Harrison St., Ste. 1100
Oakland, CA 94612
(510) 922-1802

Best Regards,



Matthew R. Bainer

Copy: SkyWest Airlines, Inc. (via certified mail)