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VIA ONLINE FILING
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

455 Golden Gate Ave., 9th Fl.
San Francisco, California 94102
PAGAinfo@dir.ca.gov

Re: William Molineros v. Southwest Airlines Co.
PAGA Case No.:

Dear Representative:

This office represents William Molineros (hereinafter "Molineros").

Please be advised that William Molineros has retained the Law Office of Richard B. Rudolph to represent his and all other aggrieved employees for wage and hour claims against his former employer, Southwest Airlines Co., Jermaine Franklin, and Alvin Brown (hereafter "Southwest Airlines").

Mr. Molineros is an aggrieved employee of Southwest Airlines. William Molineros was Ground Operations (Ramp) personnel for Southwest Airlines. Southwest Airlines is a registered corporation in the State of California doing business in the State of California, and therefore a "person" within the meaning of California Civil Code §1786.2(a).

William Molineros seeks recovery of civil penalties as prescribed by PAGA on behalf of herself and other current and former aggrieved employees of Southwest Airlines against whom one or more of the violations of the Labor Code was committed.

Southwest Airlines has violated and/or has caused to be violated, several California Labor Code provisions, and is therefore liable for civil penalties under California Labor Code §2698, *et seq.* We request that your agency investigate the claims alleged against the named respondent as described below. This letter shall serve as notice, pursuant to and in accordance with, the requirements of the California "Labor Code Private Attorneys General Act of 2004" ("PAGA"). (Lab. Code §2699.3.) To the extent that any of the violations specified constitute the type of penalties that are payable directly to individuals rather than the State of California, the fact that they are listed herein does not constitute a waiver of the right to seek direct payment thereof on behalf of such employees, rather than the state.

CALIFORNIA LABOR CODE VIOLATIONS

Southwest Airlines has violated the following Labor Codes against William Molineros and all similarly aggrieved employees:

Failure to Issue Accurate Wage Statements (pursuant to Lab. Code §226)

California Labor Code §226 provides that an employer is required to furnish each employee with an accurate, itemized statement in writing showing various specific information relating to the hours worked, compensation earned, and payment thereof. Failure to pay rest and meal breaks and subsequently failing to compensate and itemize such compensation on each and every wage statement subjects the employer to penalties under Labor Code, section 226(e). (*Lubin v. The Wackenhut Corp*., (2016) 5 Cal. App. 5th 926, 930.) Pursuant to Labor Code §226, an employee is entitled to statutory penalties from the employer for failure to issue an accurate wage statement in the amounts of $50.00 for the first violation and $100.00 for each subsequent violation thereafter, but not to exceed **$4,000.00**.

As a necessary and natural result of Southwest's failure to pay Mr. Molienros the entirety of his paid leave (64 hour deficit), Southwest issued MR. Molienros a paystub that contained inaccurate information.

For failing to provide accurate wage statements, Southwest is liable for penalties of **$50.00**.

Wage Claims – Failure to Pay Wages (pursuant to Lab. Code §200 and IWC Wage Order no. 4-2001(5)(A): Reporting Time Pay)

California law requires employers to pay employees all earned wages. California law is broad as it pertains to the term "wages." (*See* Labor Code §200(a), *see also Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103.)

The California Industrial Welfare Commission's Wage Order no. 4-2001, Section 5, subsection (A), states:

> "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

Southwest placed Mr. Molineros on paid leave during its investigation during the weeks prior to his January 26, 2025, termination. Southwest issued a final paycheck to Mr. Molienros showing 56 hours of wages (48 regular hours and 8 "[o]ther Non Worked" hours). Three (3) weeks of pay would have been 120 hours. As such, Southwest failed to pay Mr. Molineros 64 hours of pay. Southwest is liable for unpaid wages in the amount of **$1,152.00**.

These statutory claims subject the employer to damages (losses), penalties, interest on the unpaid amounts due, and the plaintiff's attorneys' fees and costs. In addition to her individual claim for this statutory claim, it also entitles Mr. Molineros to bring forth, allege, and claim the full gambit of PAGA violations on behalf of the State of California and for all other aggrieved employees, both present and current.

Wage Claims – Failure to Pay Minimum Wages (pursuant to Lab. Code §1194, et seq.)

California Labor Code, section 1194 states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Additionally, Labor Code section 1194.2 states, in relevant part:

> "In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

The minimum wage in Orange County at the time of the events described herein (2024) was $16.00[1]. Pursuant to the Department of industrial Relations Minimum Wage Ordinance and Labor Code §1194, Southwest must pay Mr. Molineros at least $1,024.00 for the 64 hours that Southwest failed to pay Mr. Molineros during paid leave.

Southwest is also liable for liquidated damages equivalent to the amount of unpaid wages pursuant to Labor Code section 1194.2. This amount comes to **$2,048.00**. Again, while the individual claim seems seemingly minimal, Mr. Molineros intends to bring a PAGA representative action where such claims would be subject to PAGA penalties for all former and current aggrieved employees.

Wage Claims – Wait Time Penalty (pursuant to Lab. Code §§201, 203, 210 and 226.3)

California Labor Code §§201 and 203 require immediate payment of final wages to an employee who has been terminated. As stated in the previous section, the paycheck must be accompanied by an accurate payroll statement. (Lab. Code §226.) Failure to issue a final

[1] https://www.dir.ca.gov/dlse/faq_minimumwage.htm

compensation subjects the employer to a wait time penalty in the amount equivalent to the employee's full days' wages for each day of the violation up to 30 days. (Lab. Code §226.3.)

Southwest terminated Mr. Molineros on January 26, 2024. Southwest issued Mr. Molineros a final paycheck (Figure A) with a paydate of January 29, 2024. Instead of providing Mr. Molineros a final paycheck on January 26, 2024, Southwest waited three (3) days.

By intentionally failing to "immediately" provide Mr. Molineros a final paycheck on January 26, 2024, Southwest is liable to Mr. Molineros for a total of **$432.00** [($18.00/hr x 8 hours) x 3 days].

Also included are Labor Code §210 for Statutory Penalties which Southwest Airlines owes.

Failure to Permit Inspection of Personnel Records (pursuant to Labor Code §226(b), 432, and 1198.5)

Labor Code Section 1198.5 states that an employee may recover a penalty in the amount of $750.00 from the employer for the employer's failure to permit said employee, or representative, to inspect or copy personnel records within the times specified. Additionally, pursuant to Labor Code §226, an employer's failure to maintain records may subject the employer to up to $4,000.00 in penalties.

On or about June 18, 2024, Mr. Molineros sent a Personnel and Payroll Records Demand to Southwest pursuant to Labor Code §§ 226, 432, and 1198.5. Southwest produced those records on August 19, 2024, making the records over a month late. Additionally, Southwest failed to provide documentation or any mention of a severance and release agreement that Mr. Molineros has informed counsel of.

For failing to produce the entire personnel file and payroll records for Mr. Molineros, Southwest is liable for statutory penalties in the amount of **$4,500.00**.

CONCLUSION

Southwest Airlines has violated, or has caused to be violated, a number of California wage and hour laws. William Molineros requests that this agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions.

Very truly yours,

LAW OFFICE OF RICHARD B. RUDOLPH

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