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14 Attorneys for Defendants
SKYWEST, INC. AND
SKYWEST AIRLINES, INC.
15

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 CODY MEEK, *et al.*,
20 Plaintiff,
21 v.
22 SKYWEST, INC. and SKYWEST
23 AIRLINES, INC.,
24 Defendants.

Case No. 3:17-cv-01012-JD

**DEFENDANT SKYWEST AIRLINES,
INC.’S AMENDED ANSWER TO
PLAINTIFFS’ CONSOLIDATED
CLASS ACTION COMPLAINT**

25
26 SkyWest Airlines, Inc. (“SkyWest”), for itself and for no other defendant, hereby answers
27 the correspondingly numbered paragraphs of Plaintiffs Cody Meek (“Meek”), Jeremy Barnes
28 (“Barnes”), and Coryell Ross’s (“Ross”) (collectively, “Plaintiffs”) Consolidated Class Action

1 Complaint (“CCAC”) as follows:

2 **CONSOLIDATED CLASS ACTION COMPLAINT**

3 The first, un-numbered paragraph of the CCAC amounts to introductory statements and
4 conclusions of law to which no response is required. To the extent a response is required, SkyWest
5 Airlines, Inc. admits that it employed Plaintiffs and denies that SkyWest, Inc. employed Plaintiffs.
6 SkyWest denies the remaining allegations in the first paragraph of the CCAC.

7 The second, un-numbered paragraph of the CCAC amounts to introductory statements and
8 conclusions of law to which no response is required. To the extent a response is required, SkyWest
9 denies the allegations in the second paragraph of the CCAC.

10 The third, un-numbered paragraph of the CCAC amounts to introductory statements and
11 conclusions of law to which no response is required. To the extent a response is required, SkyWest
12 admits that Plaintiffs Barnes and Ross seek to bring a representative action on behalf of themselves,
13 similarly situated employees, and the State of California under California’s Private Attorney
14 General Act (“PAGA”), but denies that any relief under PAGA whatsoever is warranted. SkyWest
15 denies the remaining allegations in the third paragraph of the CCAC.

16 **INTRODUCTION**

17 1. Paragraph 1 amounts to introductory statements and conclusions of law to which
18 no response is required. To the extent that a response is required, SkyWest denies the allegations
19 in Paragraph 1.

20 2. SkyWest alleges that the quotation or representation of the 2014 Customer Service
21 Policy Manual (“Policy Manual”) is incomplete and inaccurate and that the Policy Manual speaks
22 for itself. SkyWest admits that Plaintiffs were formerly employed by SkyWest Airlines, Inc. as
23 frontline employees. SkyWest further admits that Plaintiffs’ typical work duties include
24 marshaling aircraft, loading/unloading and sorting freight and baggage, servicing the aircraft,
25 assisting with pushback and towing, deicing and other duties as assigned. SkyWest denies the
26 remaining allegations in Paragraph 2.

27 3. This Court previously held that the Customer Service Policy Manual is a CBA.
28 ECF No. 90. The remaining allegations in Paragraph 3 amount to conclusions of law to which no

1 response is required. To the extent a response is required, SkyWest denies the allegations in
2 Paragraph 3.

3 4. Paragraph 4 amounts to conclusions of law to which no response is required. To
4 the extent a response is required, SkyWest denies the allegations in Paragraph 4.

5 5. Paragraph 5 amounts to introductory statements and conclusions of law to which
6 no response is required. SkyWest denies the remaining allegations in Paragraph 5.

7 **LEGAL BASES FOR COMPLAINT**

8 6. Paragraph 6 amounts to introductory statements and conclusions of law to which
9 no response is required. To the extent a response is required, SkyWest admits that Plaintiffs have
10 filed this action on behalf of themselves and a purported class of individuals, seeking certain
11 relief against SkyWest, but denies that Plaintiffs, or any putative class member, are entitled to
12 relief and denies the remaining allegations in Paragraph 6, and subparts A through G of Paragraph
13 6.

14 7. Paragraph 7 amounts to introductory statements and conclusions of law to which
15 no response is required. To the extent a response is required, SkyWest admits that Plaintiffs have
16 filed this action on behalf of themselves and a purported class of individuals, seeking certain
17 relief against SkyWest, but denies that Plaintiffs, or any putative class member, are entitled to
18 relief and denies the remaining allegations in Paragraph 7.

19 8. Paragraph 8 amounts to introductory statements and conclusions of law to which
20 no response is required. To the extent a response is required, SkyWest admits that Plaintiffs have
21 filed this action on behalf of themselves and a purported class of individuals, seeking certain
22 relief against SkyWest, but denies that Plaintiffs, or any putative class member, are entitled to
23 relief and denies the remaining allegations in Paragraph 8.

24 **JURISDICTION & VENUE**

25 9. Whether jurisdiction is proper under 28 U.S.C. § 1332(d) is a legal conclusion to
26 which no response is required. To the extent a response is required, SkyWest admits that
27 jurisdiction is proper in this Court. SkyWest denies the remaining allegations in Paragraph 9.

28 10. SkyWest admits that this Court has personal jurisdiction over SkyWest. SkyWest

1 denies the remaining allegations in Paragraph 10.

2 11. SkyWest admits that SkyWest conducts business within this District. Whether
3 venue is proper in this Court is a legal conclusion to which no response is required. To the extent
4 a response is required, SkyWest admits that venue is proper in this Court.

5 12. Whether venue is proper in the San Francisco Division of this Court is a legal
6 conclusion to which no response is required. To the extent a response is required, SkyWest admits
7 that venue is proper in the San Francisco Division of this Court.

8 **THE PARTIES**

9 13. SkyWest admits that Plaintiff was employed by SkyWest Airlines, Inc. as a ramp
10 agent at the San Francisco International Airport from April 2013 until June 2015. SkyWest
11 denies that Plaintiff is a former employee of SkyWest, Inc. SkyWest is without sufficient
12 knowledge or information to form a belief as to the truth of the remaining allegations in
13 Paragraph 13 and on that basis denies the remaining allegations in Paragraph 13.

14 14. SkyWest admits that Plaintiff Jeremy Barnes was employed by SkyWest in
15 California from 2009 to 2016. SkyWest is without sufficient knowledge or information to form a
16 belief as to the remaining allegations in Paragraph 14 and on that basis, denies them.

17 15. SkyWest admits that Plaintiff Coryell Ross began his employment with SkyWest
18 in California in 2014. SkyWest denies that Plaintiff Coryell Ross was employed by SkyWest
19 until 2017. SkyWest is without sufficient knowledge or information to form a belief as to the
20 remaining allegations in Paragraph 15 and on that basis, denies them.

21 16. SkyWest is without sufficient knowledge or information to form a belief as to the
22 truth of the allegations in Paragraph 16 and on that basis denies them.

23 17. SkyWest admits that SkyWest, Inc. is a Utah corporation that is registered to do
24 business in California, and whose principal office is located at 444 South River Road, St. George,
25 Utah 84790. SkyWest admits that SkyWest, Inc.'s stock is traded on the NASDAQ market as
26 SKYW.

27 18. SkyWest admits that SkyWest Airlines, Inc. is a Utah corporation that it registered
28 to do business in California, and whose principal office is located at 444 South River Road, St.

1 George, Utah 84790. SkyWest denies the remaining allegations in Paragraph 18.

2 19. SkyWest admits that SkyWest Airlines, Inc. is a wholly owned, non-unionized
3 subsidiary of SkyWest, Inc.

4 20. The allegations in Paragraph 20 constitute legal conclusions to which no response
5 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
6 20. SkyWest Airlines, Inc. denies that SkyWest, Inc. ever employed Plaintiffs.

7 21. SkyWest denies the allegations in Paragraph 21.

8 22. SkyWest admits that it has been engaged in commerce within California at all
9 times relevant to this action, but it denies the remaining allegations in Paragraph 22.

10 **SUBSTANTIVE ALLEGATIONS**

11 23. SkyWest admits the allegations in Paragraph 23.

12 24. SkyWest admits the allegations in Paragraph 24.

13 25. SkyWest denies the allegations in Paragraph 25.

14 26. SkyWest admits the allegations in Paragraph 26.

15 27. SkyWest admits that it has entered into a collective bargaining agreement under
16 the Railway Labor Act that includes a set of common policies and procedures applicable to
17 Frontline Employees regarding the payment of wages and overtime and the provision of meal and
18 rest breaks. SkyWest denies the remaining allegations in Paragraph 27.

19 28. SkyWest alleges that the quotation or representation of the Policy Manual is
20 incomplete and inaccurate and that the Policy Manual speaks for itself. SkyWest denies the
21 remaining allegations in Paragraph 28.

22 29. SkyWest alleges that the quotation or representation of the Policy Manual is
23 incomplete and inaccurate and that the Policy Manual speaks for itself. SkyWest denies the
24 remaining allegations in Paragraph 29.

25 30. SkyWest alleges that the representation of the DayForce Employee Guide is
26 incomplete and inaccurate and that the DayForce Employee Guide speaks for itself. SkyWest
27 denies the remaining allegations in Paragraph 30.

28 31. SkyWest denies the allegations in Paragraph 31.

1 32. SkyWest denies the allegations in Paragraph 32.

2 33. SkyWest denies the allegations in Paragraph 33.

3 34. SkyWest denies the allegations in Paragraph 34.

4 35. SkyWest denies the allegations in Paragraph 35.

5 36. SkyWest denies the allegations in Paragraph 36.

6 37. SkyWest alleges that the quotation or representation of the Policy Manual is
7 incomplete and inaccurate and that the Policy Manual speaks for itself. SkyWest denies the
8 remaining allegations in Paragraph 37.

9 38. SkyWest alleges that the quotation or representation of the Policy Manual is
10 incomplete and inaccurate and that the Policy Manual speaks for itself. SkyWest denies the
11 remaining allegations in Paragraph 38.

12 39. The allegations in Paragraph 39 constitute legal conclusions to which no response
13 is required and the referenced statutes and local wage ordinances speak for themselves. SkyWest
14 denies the remaining allegations in Paragraph 39.

15 40. SkyWest denies the allegations in Paragraph 40.

16 41. SkyWest alleges that the quotation or representation of the “Letter of Agreement
17 Terms” is incomplete and inaccurate and the Letter of Agreement speaks for itself. The
18 remaining allegation in Paragraph 41 is a conclusion of law to which no response is required. To
19 the extent a response is required, SkyWest denies the remaining allegations in Paragraph 41.

20 **SkyWest’s Claims of Bargaining**

21 42. SkyWest’s annual reports speak for themselves. SkyWest denies the remaining
22 allegations in Paragraph 42 and footnote 6.

23 43. Because this Court previously held that the Customer Service Policy Manual
24 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
25 90, no further response to Paragraph 43 is necessary.

26 44. Because this Court previously held that the Customer Service Policy Manual
27 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
28 90, no further response to Paragraph 44 is necessary.

1 45. Because this Court previously held that the Customer Service Policy Manual
2 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
3 90, no further response to Paragraph 45 is necessary.

4 46. Because this Court previously held that the Customer Service Policy Manual
5 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
6 90, no further response to Paragraph 46 is necessary.

7 47. Because this Court previously held that the Customer Service Policy Manual
8 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
9 90, no further response to Paragraph 47 is necessary.

10 48. Because this Court previously held that the Customer Service Policy Manual
11 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
12 90, no further response to Paragraph 48 is necessary.

13 49. Because this Court previously held that the Customer Service Policy Manual
14 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
15 90, no further response to Paragraph 49 is necessary.

16 50. Because this Court previously held that the Customer Service Policy Manual
17 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
18 90, no further response to Paragraph 50 is necessary.

19 51. Because this Court previously held that the Customer Service Policy Manual
20 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
21 90, no further response to Paragraph 51 is necessary.

22 52. Because this Court previously held that the Customer Service Policy Manual
23 constitutes a CBA under the RLA and that SAFA is an RLA bargaining representative, ECF No.
24 90, no further response to Paragraph 52 is necessary.

25 **Shift Trades**

26 53. The allegations in Paragraph 53 constitute legal conclusions to which no response
27 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
28 53.

1 54. SkyWest alleges that the quotation or representation of the Customer Service
2 Policy Manual is incomplete and inaccurate and that the Policy Manual speaks for itself and that
3 no response is required.

4 55. The allegations in Paragraph 55 constitute conclusions of law to which no
5 response is required and the referenced statutes and local ordinances speak for themselves. To
6 the extent that a response is required, SkyWest denies the allegations in Paragraph 55.

7 56. SkyWest alleges that the Plaintiff's representation of the Customer Service Policy
8 Manual in Paragraph 56 is incomplete and inaccurate, and that the document speaks for itself.
9 The allegations in Paragraph 56 constitute conclusions of law to which no response is required.
10 To the extent that a response is required, SkyWest denies the allegations in Paragraph 56.

11 57. The allegations in Paragraph 57 constitute conclusions of law to which no
12 response is required. To the extent a response is required, SkyWest denies the allegations in
13 Paragraph 57.

14 58. The allegations in Paragraph 58 constitute conclusions of law to which no
15 response is required. To the extent a response is required, SkyWest denies the allegations in
16 Paragraph 58.

17 **SkyWest's Wage Statements**

18 59. SkyWest admits that it provides wage statements to every Frontline Employee.
19 SkyWest denies the remaining allegations in Paragraph 59.

20 60. The allegations in Paragraph 60 constitute conclusions of law to which no
21 response is required. To the extent that a response is required, SkyWest denies the allegations in
22 Paragraph 60.

23 61. SkyWest denies the allegations in Paragraph 61.

24 **San Francisco Minimum Compensation Ordinance**

25 62. SkyWest denies the allegations in Paragraph 62

26 63. SkyWest denies the allegations in Paragraph 63.

27 **Unfair Competition**

28 64. SkyWest denies the allegations in Paragraph 64.

1 65. SkyWest denies the allegations in Paragraph 65.

2 66. SkyWest alleges that the representation of the California wage statutes in
3 Paragraph 66 is incomplete and inaccurate and that the statutes speak for themselves. The
4 allegations in Paragraph 66 constitute legal conclusions to which no response is required. To the
5 extent a response is required, SkyWest denies the allegations in Paragraph 66.

6 67. The allegations in Paragraph 67 constitute a legal conclusion to which no response
7 is required. To the extent a response is required, SkyWest denies the allegations in Paragraph 67.

8 **PLAINTIFF-SPECIFIC FACTS**

9 **Plaintiff Cody Meek**

10 68. SkyWest admits that Meek was employed by SkyWest Airlines, Inc. as a ramp
11 agent at the San Francisco International Airport until June 2015. SkyWest denies the remaining
12 allegations in Paragraph 68.

13 69. SkyWest is without sufficient knowledge or information to form a belief as to the
14 truth of the allegations in Paragraph 69 and on that basis denies the allegations in Paragraph 69.

15 70. SkyWest admits the allegations in Paragraph 70.

16 71. The allegations in Paragraph 71 constitute legal conclusions to which no response
17 is required. To the extent a response is required, SkyWest denies the allegations in Paragraph 71.

18 72. SkyWest alleges that the MCO-QSP speaks for itself and that no response is
19 required.

20 73. The allegations in Paragraph 73 constitute legal conclusions to which no response
21 is required.

22 74. SkyWest alleges that the CBA which is attached to the Complaint and referenced
23 in this paragraph speaks for itself. SkyWest admits the Meek was paid and received wage
24 increases according to the pay scales that were negotiated by SAFA and reflected in the CBA.
25 SkyWest denies the remaining allegations in Paragraph 74.

26 75. SkyWest alleges that the quotation or representation of the MCO and the MCO-
27 QSP is incomplete and inaccurate and that the provisions speak for themselves. The allegations
28 in Paragraph 75 constitute conclusions of law to which no response is required. SkyWest denies

1 the remaining allegations in Paragraph 75.

2 76. To the extent that the allegations in Paragraph 76 constitute conclusions of law,
3 SkyWest alleges that no response is required. SkyWest denies that SkyWest, Inc. ever employed
4 Meek. SkyWest is without sufficient knowledge or information to form a belief as to the truth of
5 the remaining allegations in Paragraph 76 and on that basis denies the remaining allegations in
6 Paragraph 76.

7 77. SkyWest denies that Meek was employed by SkyWest, Inc. SkyWest admits that
8 Meek was employed by SkyWest Airlines, Inc. at the SFO station. SkyWest is without sufficient
9 knowledge or information to form a belief as to the truth of the remaining allegations in
10 Paragraph 77 and on that basis denies the remaining allegations in Paragraph 77.

11 78. SkyWest denies that Meek was employed by SkyWest, Inc. SkyWest admits that
12 Meek was employed by SkyWest Airlines, Inc. at the SFO station. SkyWest is without sufficient
13 knowledge or information to form a belief as to the truth of the remaining allegations in
14 Paragraph 78 and on that basis denies the remaining allegations in Paragraph 78.

15 79. SkyWest denies that Meek was employed by SkyWest, Inc. SkyWest admits that
16 Meek was employed by SkyWest Airlines, Inc. at the SFO station. SkyWest is without sufficient
17 knowledge or information to form a belief as to the truth of the remaining allegations in
18 Paragraph 79 and on that basis denies the remaining allegations in Paragraph 79.

19 80. SkyWest admits that Plaintiff was required to swipe in and out as he came and
20 went from the workplace using a timeclock. SkyWest further admits that its DayForce system
21 maintains records that include the times that employees punch in and out. SkyWest is without
22 sufficient knowledge or information to form a belief as to the truth of the remaining allegations in
23 Paragraph 80 and on that basis denies the remaining allegations in Paragraph 80.

24 81. The allegations in Paragraph 81 constitute legal conclusions to which no response
25 is required. To the extent that a response is required, SkyWest is without sufficient knowledge or
26 information to form a belief as to the truth of the allegations in Paragraph 81 and on that basis
27 denies the allegations in Paragraph 81.

28 82. SkyWest alleges that the representation or quotation of Meek's pay records is

1 incomplete and inaccurate and that the records speak for themselves. SkyWest denies that its
2 timekeeping system is designed to feign compliance with California wage laws, and is without
3 sufficient knowledge or information to form a belief as to the truth of the remaining allegations in
4 Paragraph 82 and on that basis denies the remaining allegations in Paragraph 82.

5 83. SkyWest is without sufficient knowledge or information to form a belief as to the
6 truth of the allegations in Paragraph 83 and on that basis denies the allegations in Paragraph 83.

7 84. SkyWest alleges that the representation or quotation of Meek's time and pay
8 record is incomplete and inaccurate and the records speak for themselves. The allegations in
9 Paragraph 84 constitute conclusions of law to which no response is required and the referenced
10 wage laws speak for themselves. To the extent a response is required, SkyWest is without
11 sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph
12 84 and on that basis denies the allegations in Paragraph 84.

13 85. SkyWest alleges that the representation or quotation of Meek's pay records is
14 incomplete and inaccurate, and that the records speak for themselves. To the extent a response is
15 required, SkyWest is without sufficient knowledge or information to form a belief as to the truth
16 of the allegations in Paragraph 85 and on that basis denies the allegations in Paragraph 85.

17 86. SkyWest admits that its DayForce system maintains records that include the times
18 that employees punch in and out. SkyWest is without sufficient knowledge or information to
19 form a belief as to the truth of the allegations in Paragraph 86 and on that basis denies the
20 allegations in Paragraph 86.

21 87. SkyWest denies the allegations in Paragraph 87.

22 88. SkyWest admits that Meek worked for SkyWest Airlines, Inc. as a Ramp Agent.
23 SkyWest Airlines, Inc. denies that SkyWest, Inc. ever employed Meek. SkyWest denies that
24 Meek received less than the required wages for the work performed. SkyWest is without
25 sufficient knowledge or information to form a belief as to the truth of the remaining allegations in
26 Paragraph 88 and on that basis denies the remaining allegations in Paragraph 88.

27 **Plaintiff Jeremy Barnes**

28 89. SkyWest admits the allegations in Paragraph 89.

1 90. SkyWest denies the allegations in Paragraph 90.

2 91. SkyWest denies the allegations in Paragraph 91.

3 **Plaintiff Corvell Ross**

4 92. SkyWest admits that Plaintiff Coryell Ross was employed by SkyWest as a Ramp
5 Agent at SFO from 2014 to 2015, at LAX starting in 2015 and at ONT. SkyWest admits that the
6 dates and assignments of Ross' work are within SkyWest's employment records. SkyWest denies
7 the remaining allegations in Paragraph 92.

8 93. SkyWest admits that Plaintiff Coryell Ross was employed by SkyWest as a non-
9 exempt employee paid on an hourly basis. SkyWest denies the remaining allegations in
10 Paragraph 93.

11 94. SkyWest denies the allegations in Paragraph 94.

12 **CLASS ACTION ALLEGATIONS**

13 95. SkyWest admits that Plaintiffs purport to bring a class action on behalf of the
14 identified class pursuant to Federal Rule of Civil Procedure 23, but denies that class certification
15 is appropriate.

16 96. SkyWest admits that Plaintiffs purport to bring a class action on behalf of the
17 identified subclass pursuant to Federal Rule of Civil Procedure 23, but denies that class
18 certification is appropriate.

19 97. SkyWest admits that Plaintiffs purport to bring a class action on behalf of the
20 identified subclass pursuant to Federal Rule of Civil Procedure 23, but denies that class
21 certification is appropriate.

22 98. SkyWest admits that Ross purports to bring a class action on behalf of the
23 identified subclass, but denies that class certification is appropriate.

24 99. SkyWest admits that Plaintiffs purport to exclude certain individuals from the
25 identified class and subclasses on whose behalf they purport to bring a class action, but denies
26 that class certification is appropriate.

27 100. The allegations in Paragraph 100 constitute legal conclusions to which no response
28 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph

1 100 and denies that class certification is appropriate.

2 101. The allegations in Paragraph 101 constitute legal conclusions to which no response
3 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
4 101.

5 102. The allegations in Paragraph 102 constitute legal conclusions to which no response
6 is required. To the extent that a response is required, SkyWest denies the the allegations in
7 Paragraph 102.

8 103. The allegations in Paragraph 103 constitute legal conclusions to which no response
9 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
10 103.

11 104. The allegations in Paragraph 104 constitute legal conclusions to which no response
12 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
13 104.

14 105. The allegations in Paragraph 105 constitute legal conclusions to which no response
15 is required. To the extent that a response is required, SkyWest denies the allegations in Paragraph
16 105.

17 106. SkyWest denies that a class should be certified and that class action notice should
18 be sent to any purported class members. SkyWest is without sufficient knowledge or information
19 to form a belief as to the remaining allegations in Paragraph 106 and on that basis, denies them.

20 107. SkyWest denies that a class should be certified and that it has acted or refused to
21 act in any manner that entitles class action relief. The remaining allegations in Paragraph 107 and
22 its subparts constitute legal conclusions to which no response is required. To the extent a
23 response is required, SkyWest denies the remaining allegations in Paragraph 107.

24 108. SkyWest denies the allegations in Paragraph 108.

25 **CALIFORNIA PRIVATE ATTORNEY GENERAL ACT**

26 109. SkyWest admits that, on August 15, 2017, Meek filed a notice with the California
27 Labor and Workforce Development Agency pursuant to California's PAGA regarding complaints
28 that SkyWest has failed to pay all amounts due to its employees but denies that any relief is

1 warranted.

2 110. SkyWest further admits that, on July 12, 2018, Barnes and Ross sent PAGA notice
3 to the same agency regarding their similar complaints but denies that any relief is warranted.

4 111. The allegations regarding what PAGA permits constitute legal conclusions to
5 which no response is required. SkyWest is without sufficient knowledge or information to form a
6 belief as to the remaining allegations in Paragraph 111 and on that basis, denies them.

7 **COUNT 1**
8 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CALIFORNIA LAW**
9 **(Cal. Wage Order No. 9-2001 § 4;**
10 **Cal. Labor Code §§ 510, 511, 514, 1182.12, 1194, and 1194.2)**
11 **(Plaintiffs on Behalf of the California Class and/or Subclasses)**

12 112. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
13 as if set forth fully herein.

14 113. SkyWest denies that Plaintiffs were employed by SkyWest, Inc. SkyWest admits
15 that Plaintiffs were employed by SkyWest Airlines, Inc. SkyWest denies that Plaintiffs were
16 employed by SkyWest at all times relevant to this action. SkyWest is without sufficient
17 knowledge or information to form a belief as to the truth of the remaining allegations in
18 Paragraph 113 and on that basis denies the remaining allegations in Paragraph 113.

19 114. The allegations in Paragraph 114 constitute legal conclusions to which no response
20 is required. To the extent a response is required, SkyWest denies the allegations in Paragraph
21 114, including that SkyWest, Inc. ever employed Plaintiffs or any other frontline employees.

22 115. The allegations in Paragraph 115 constitute conclusions of law to which no
23 response is required.

24 116. The allegations in Paragraph 116 constitute conclusions of law to which no
25 response is required.

26 117. SkyWest admits that Paragraph 117 accurately quotes California Labor Code §
27 510(a).

28 118. SkyWest admits that Paragraph 118 accurately quotes California Labor Code §
200(a) but denies the remaining allegations in Paragraph 118.¹

¹ The allegations in footnote 13 constitute legal conclusions to which no response is
SkyWest Airlines, Inc.'s Amended Answer to
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1 119. The allegations in Paragraph 119 constitute conclusions of law to which no
2 response is required. To the extent a response is required, SkyWest denies the allegations in
3 Paragraph 119.

4 120. The allegations in Paragraph 120 constitute conclusions of law to which no
5 response is required. To the extent a response is required, SkyWest denies the allegations in
6 Paragraph 120.

7 121. SkyWest denies the allegations in Paragraph 121.

8 122. SkyWest alleges that the representation of DayForce records is incomplete and
9 inaccurate, and that the records speak for themselves. To the extent a response is required,
10 SkyWest denies the allegations in Paragraph 122.

11 123. The allegations in Paragraph 123 constitute conclusions of law to which no
12 response is required. To the extent a response is required, SkyWest denies the allegations in
13 Paragraph 123.

14 124. The allegations in Paragraph 124 constitute conclusions of law to which no
15 response is required. SkyWest denies that Plaintiffs are entitled to the requested relief or any
16 relief whatsoever.

17 **COUNT II**
18 **MISSED OR SHORTER MEAL AND REST BREAKS**
19 **Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order 5-2001**
20 **(Plaintiffs on behalf of the California Class and/or Subclasses)**

21 125. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
22 as if set forth fully herein.

23 126. SkyWest denies that Plaintiffs were employed by SkyWest, Inc. SkyWest admits
24 that Plaintiffs were employed by SkyWest Airlines, Inc. SkyWest denies that Plaintiffs were
25 employed by SkyWest at all times relevant to this action. SkyWest is without sufficient
26 knowledge or information to form a belief as to the truth of the remaining allegations in
27 Paragraph 126 and on that basis denies the remaining allegations in Paragraph 126.

28 127. The allegations in Paragraph 127 constitute conclusions of law to which no
required. To the extent a response is required, SkyWest denies the allegations in footnote 2.

1 response is required.

2 128. SkyWest denies the allegations in Paragraph 128.²

3 129. SkyWest denies the allegations in Paragraph 129.

4 130. The allegations in Paragraph 130 constitute conclusions of law to which no
5 response is required.

6 131. SkyWest denies the allegations in Paragraph 131.

7 132. SkyWest admits that its DayForce system maintains records that include the times
8 that employees punch in and out. SkyWest denies the remaining allegations in Paragraph 132.

9 133. SkyWest denies the allegations in Paragraph 133.

10 134. The allegations in Paragraph 134 constitute conclusions of law to which no
11 response is required.

12 135. To the extent that the allegations in Paragraph 135 constitute conclusions of law,
13 no response is required. SkyWest denies that Plaintiffs or any purported class member are
14 entitled to any unpaid meal or rest break wages.

15 **COUNT III**
16 **FAILURE TO PAY OVERTIME**
17 **FOR SHIFT TRADES AND OFF-THE-CLOCK TIME**
18 **(Cal. Labor Code § 510, 511, 514, 1194)**
19 **(Plaintiffs on behalf of the California Class and/or Subclasses)**

20 136. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
21 as if set forth fully herein.

22 137. SkyWest admits that the quoted language is a portion of California Labor Code
23 Section 510, but is incomplete and the statute speaks for itself.

24 138. To the extent that the allegations in Paragraph 138 constitute conclusions of law,
25 no response is required. SkyWest admits that it has a CBA. Otherwise, SkyWest denies the
26 allegations in Paragraph 138.

27 139. To the extent that the allegations in Paragraph 139 constitute conclusions of law,
28 no response is required. Otherwise, SkyWest denies the allegations in Paragraph 139.

² The allegations in footnote 14 constitute legal conclusions to which no response is required. To the extent a response is required, SkyWest admits that Plaintiffs are subject to IWC Wage Order #9 and denies the remaining allegations in footnote 14.

1 140. SkyWest alleges that the quotation or representation of the Customer Service
2 Policy Manual is incomplete and inaccurate and that the document speaks for itself. To the extent
3 that the allegations in Paragraph 140 constitute conclusions of law, no response is required.
4 SkyWest otherwise denies the allegations in Paragraph 140.

5 141. To the extent that the allegations in Paragraph 141 constitute conclusions of law,
6 no response is required. SkyWest otherwise denies the allegations in Paragraph 141.

7 142. The allegations in Paragraph 142 constitute conclusions of law to which no
8 response is required. SkyWest denies that Plaintiffs or any purported class member are entitled to
9 the requested relief or any relief whatsoever.

10 **COUNT IV**
11 **FAILURE TO PROVIDE ACCURATELY ITEMIZED WAGE STATEMENTS**
12 **(Cal. Labor Code § 226, 1174, and 1174.5)**
13 **(on behalf of Plaintiffs and the California Class and/or Subclasses)**

14 143. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
15 as if set forth fully herein.

16 144. SkyWest alleges that representation of California Labor Code § 226 is incomplete
17 and inaccurate and the statute speaks for itself.

18 145. SkyWest denies the allegations in Paragraph 145.³

19 146. SkyWest denies the allegations in Paragraph 146.

20 147. SkyWest denies the allegations in Paragraph 147.

21 148. SkyWest denies the allegations in Paragraph 148.

22 149. The allegations in Paragraph 149 constitute conclusions of law to which no
23 response is required. To the extent a response is required, SkyWest denies that Plaintiffs or any
24 purported class member are entitled to the requested relief or any relief whatsoever.

25 **COUNT V**
26 **CALIFORNIA UNFAIR COMPETITION LAW**
27 **Cal. Bus. & Prof. Code §§ 17200 et seq.**
28 **(On Behalf of Plaintiffs and the California Class and/or Subclasses)**

150. SkyWest hereby incorporates its answers to all preceding paragraphs by reference

³ The allegations in footnote 16 constitute legal conclusions to which no response is required. To the extent a response is required, SkyWest admits that Plaintiffs are subject to IWC Wage Order #9 and denies the remaining allegations.

1 as if set forth fully herein.

2 151. The allegations in Paragraph 151 constitute conclusions of law to which no
3 response is required. To the extent a response is required, SkyWest denies the allegations in
4 Paragraph 151.

5 152. The allegations in Paragraph 152 constitute conclusions of law to which no
6 response is required. To the extent a response is required, SkyWest denies the allegations in
7 Paragraph 152.

8 153. SkyWest denies that Paragraph 153 accurately quotes a portion of California
9 Business and Professions Code § 17204.

10 154. SkyWest admits that Paragraph 154 accurately paraphrases California Labor Code
11 section 90.5(a).

12 155. SkyWest denies the allegations in Paragraph 155.

13 156. The allegations in Paragraph 156 constitute conclusions of law to which no
14 response is required. To the extent a response is required, SkyWest denies the allegations in
15 Paragraph 156.

16 157. SkyWest denies the allegations in Paragraph 157.

17 158. SkyWest denies the allegations in Paragraph 158.

18 159. SkyWest denies the allegations in Paragraph 159.

19 160. The allegations in Paragraph 160 constitute conclusions of law to which no
20 response is required. To the extent a response is required, SkyWest denies the allegations in
21 Paragraph 160.

22 161. SkyWest denies the allegations in Paragraph 161.

23 **COUNT VI**
24 **WAITING TIME PENALTIES**
25 **Cal. Labor Code §§ 201, 202, 203 and 204**
26 **(Plaintiffs on behalf of the California Former Frontline Employee Subclass)**

27 162. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
28 as if set forth fully herein.

163. The allegations in Paragraph 163 constitute conclusions of law to which no

1 response is required. SkyWest alleges that the quotation or representation of California Labor
2 Code §§ 201, 202, 203, and 204 is incomplete and inaccurate and the statutes speak for
3 themselves.

4 164. SkyWest denies the allegations in Paragraph 164.

5 165. The allegation in Paragraph 165 constitute conclusions of law to which no
6 response is required. To the extent a response is required, SkyWest denies the allegations in
7 Paragraph 165.

8 **COUNT VII**
9 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF SAN FRANCISCO**
10 **MINIMUM COMPENSATION ORDINANCE**
11 **San Francisco Admin. Code § 12P (“MCO-QSP”), Cal. Lab. Code §§ 223, 225.5 and 1197**
12 **(Plaintiffs on Behalf of the San Francisco Subclass)**

13 166. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
14 as if set forth fully herein.

15 167. SkyWest alleges that the representation of the Minimum Compensation Ordinance
16 is incomplete and inaccurate and that the Ordinance speaks for itself. The allegations in
17 Paragraph 167 constitute conclusions of law to which no response is required. To the extent a
18 response is required, SkyWest denies the allegations in Paragraph 167.

19 168. The allegations in Paragraph 168 constitute conclusions of law to which no
20 response is required. To the extent a response is required, SkyWest denies the allegations in
21 Paragraph 168.

22 169. SkyWest denies that the MCO expressly applies to it. The remaining allegations
23 in Paragraph 169 constitute conclusions of law to which no response is required. To the extent a
24 response is required, SkyWest denies the allegations in Paragraph 169.

25 170. The allegations in Paragraph 170 constitute conclusions of law to which no
26 response is required. To the extent a response is required, SkyWest denies the allegations in
27 Paragraph 170.

28 171. SkyWest alleges that the representation of the MCO-QSP is incomplete and
inaccurate and that the MCO and QSP speak for themselves. The allegations in Paragraph 171
constitute conclusions of law to which no response is required. To the extent a response is

1 required, SkyWest denies the allegations in Paragraph 171.

2 172. SkyWest alleges that the representation of the Minimum Compensation Ordinance
3 and the MCO-QSP in Paragraph 172 and footnotes 18 and 19 is incomplete and inaccurate and
4 that the Ordinance and the QSP speak for themselves. The allegations in Paragraph 172
5 constitute conclusions of law to which no response is required.

6 173. The allegations in Paragraph 173 constitute conclusions of law to which no
7 response is required.

8 174. SkyWest alleges that the representation of the MCO-QSP is incomplete and
9 inaccurate and that the MCO and QSP speak for themselves. The allegations in Paragraph 174
10 constitute conclusions of law to which no response is required. To the extent a response is
11 required, SkyWest denies the allegations in Paragraph 174.

12 175. SkyWest alleges that the representation of the MCO-QSP is incomplete and
13 inaccurate and that the MCO and QSP speak for themselves. The allegations in Paragraph 175
14 constitute conclusions of law to which no response is required. To the extent a response is
15 required, SkyWest denies the allegations in Paragraph 175.

16 176. SkyWest denies the allegations in Paragraph 176.

17 177. SkyWest admits that Plaintiffs purport to bring claims on behalf of the identified
18 classes of employees, but denies that class certification is appropriate.

19 178. SkyWest denies the allegations in Paragraph 178.

20 179. SkyWest admits that the Addendum exempts SAFA-represented employees from
21 application of the MCO and QSP. To the extent the allegations in Paragraph 179 constitute
22 conclusions of law, no response is required. SkyWest denies the remaining allegations in
23 Paragraph 179.

24 180. SkyWest denies the allegations in Paragraph 180.

25 181. SkyWest denies the allegations in Paragraph 181.

26 182. The allegations in Paragraph 182 constitute conclusions of law to which no
27 response is required and the referenced statutes and local ordinances speak for themselves. To
28 the extent a further response is required, SkyWest denies the allegations in Paragraph 182.

1 183. SkyWest denies the allegations in Paragraph 183.

2 184. The allegations in Paragraph 184 constitute conclusions of law to which no
3 response is required and the referenced statute speaks for itself. To the extent a further response
4 is required, SkyWest denies the allegations in Paragraph 184.

5 185. SkyWest denies the allegations in Paragraph 185 and denies that Plaintiffs or any
6 purported class member are entitled to the requested relief or any relief whatsoever.

7 **COUNT VIII**
8 **PRIVATE ATTORNEY GENERAL ACT OF 2004 (“PAGA”)**
9 **California Labor Code § 2698 et seq. (Plaintiffs Individually and on a Representative Basis)**

10 186. SkyWest hereby incorporates its answers to all preceding paragraphs by reference
11 as if set forth fully herein.

12 187. SkyWest admits that Barnes and Ross and their representatives sent Exhibits 1 and
13 2 to the California Labor and Workforce Development Agency on August 15, 2017 and July 12,
14 2018. SkyWest is without sufficient knowledge or information to form a belief as to the
15 remaining allegations in Paragraph 187 and on that basis, denies them.

16 188. SkyWest admits that Plaintiffs seek the requested relief but denies that Plaintiffs or
17 any current or former SkyWest employees are entitled to such relief or any relief whatsoever.

18 **PRAYERS FOR RELIEF**

19 SkyWest denies that Plaintiffs are entitled to the relief requested in the Prayers for Relief,
20 subparts A through I, on pages 42 to 43 of the CCAC, and further denies that Plaintiffs or any
21 purported class members are entitled to any relief whatsoever.

22 **JURY DEMAND**

23 SkyWest states that with respect to Plaintiffs’ demand for a trial by jury on page 43 of the
24 CCAC, there is no material allegation to which it must respond. To the extent that a response is
25 required to the jury demand, SkyWest denies that a jury trial is available on the Fifth Cause of
26 Action alleged under California Business & Professional Code § 17200 *et seq.*, on the grounds
27 that only equitable relief can be sought under this cause of action as a matter of law.

28 **SKYWEST’S AFFIRMATIVE DEFENSES AND OTHER DEFENSES**

Without admitting any of the allegations in the CCAC, SkyWest hereby sets forth the

1 separate and additional defenses to the CCAC, and each and every cause of action or claim
2 alleged therein, without assuming or undertaking any burden of proof not otherwise assigned to it
3 by law. Further, all such defenses are pled in the alternative and do not constitute an admission of
4 liability or an admission that Plaintiff is entitled to any relief as requested, or in any amounts, or
5 at all. SkyWest may have additional defenses of which they are not currently fully aware and
6 reserve the right to assert additional defenses after they are ascertained.

7
8 **FIRST DEFENSE**

(Waiver, Release, and/or Estoppel)

9 1. Plaintiffs' claims as to each and every putative class member are barred, in whole
10 or in part, to the extent that the doctrines of waiver, release, and/or estoppel apply to them.

11 **SECOND DEFENSE**

(Laches and Unclean Hands)

12 2. Plaintiffs' claims as to each and every putative class member are barred, in whole
13 or in part, to the extent that the doctrines of laches and unclean hands apply to them.

14 **THIRD DEFENSE**

(Preemption)

15 3. The CCAC, and each and every claim alleged therein, are preempted in whole or
16 in part by federal law, including, but not limited to, the Airline Deregulation Act, 49 U.S.C. §
17 41713, the Railway Labor Act, 45 U.S.C. §§ 151 et seq., the Federal Aviation Administration
18 Authorization Act, 49 U.S.C. § 14501, and by the principles of field preemption and conflict
19 preemption.
20
21

22 **FOURTH DEFENSE**

(Nullification of Contract)

23 4. The CCAC, and each and every cause of action or claim alleged therein, are barred
24 as they seek to nullify contractual agreements which were voluntarily and knowingly entered into,
25 with consideration, and without duress.
26

27 **FIFTH DEFENSE**
28

1 (Set Off, Offset, Recoupment, Rescission, and/or Restitution)

2 5. SkyWest is entitled to setoff and/or to recoup any monies paid to Plaintiffs or the
3 putative class members; and some or all of Plaintiffs' claims and the claims of putative class
4 members are barred, in whole or in part, by exclusions, exceptions or credits under applicable
5 federal and state law.

6 **SIXTH DEFENSE**

7 (Adequate Remedy at Law)

8 6. Plaintiffs or the putative class members are not entitled to equitable relief insofar
9 as they have adequate remedies at law.

10 **SEVENTH DEFENSE**

11 (No Willfulness)

12 7. Plaintiffs or the putative class members are not entitled to some or all of the relief
13 requested under the CCAC because, even if unlawful actions occurred, which SkyWest denies,
14 such conduct was not willful.

15 **EIGHTH DEFENSE**

16 (Violation of Due Process as to Statutory Penalties)

17 8. Although SkyWest denies that it has committed or has responsibility for any act
18 that could support the recovery of civil or statutory penalties in this lawsuit, if and to the extent
19 any such act or responsibility is found, recovery of civil or statutory penalties against SkyWest is
20 unconstitutional under numerous provisions of the United States Constitution and the California
21 Constitution, including the excessive-fines clause of the Eighth Amendment, the due-process
22 clauses of the Fifth Amendment and Section 1 of the Fourteenth Amendment, the self-
23 incrimination clause of the Fifth Amendment, and other provisions of the United States
24 Constitution, and the excessive-fines clause of Section 17 of Article 1, the due-process clause of
25 Section 7 of Article 1, the self-incrimination clause of Section 15 of Article 1, and other
26 provisions of the California Constitution.

27 **NINTH DEFENSE**

28 (Legitimate Business Purpose; No Unfair Business Practice)

1 **FOURTEENTH DEFENSE**

2 (Lack of Employment Relationship)

3 14. All claims against SkyWest, Inc. fail because SkyWest, Inc. never employed
4 Plaintiffs or any other frontline employee or purported class member.

5 **FIFTEENTH DEFENSE**

6 (Railway Labor Act Exemption; All Overtime)

7 15. Plaintiffs' claim for unpaid overtime wages is barred because they are subject to an
8 RLA collective bargaining agreement and, under Wage Order 9(1)(E), are expressly exempt from
9 California's overtime laws, including those under the Labor Code. *See* 8 C.C.R. § 11090(1)(E);
10 *Collins v. Overnite Transport. Co.*, 129 Cal. Rptr. 2d 254, 260 (Ct. App. 2003); *Angeles v. US*
11 *Airways, Inc.*, 790 Fed. App'x 878, 880 (9th Cir. 2020) (Mem.).

12 **SIXTEENTH DEFENSE**

13 (Railway Labor Act Exemption; Overtime from Shift Trades)

14 16. Plaintiffs' claim for unpaid overtime wages is barred in whole or in part because
15 they are subject to an RLA collective bargaining agreement and, under Wage Order 9(3)(N), are
16 expressly exempt from the payment of overtime as a result of trading shifts. *See* 8 C.C.R. §
17 11090(3)(N).

18 **SEVENTEENTH DEFENSE**

19 (No Entitlement to Jury Trial—Certain Claims)

20 17. SkyWest alleges that Plaintiffs are not entitled to a trial by jury on some of their
21 claims, including their claim under California Business and Professions Code sections 17200, et
22 seq.

23 **EIGHTEENTH DEFENSE**

24 (Dormant Commerce Clause)

25 18. SkyWest alleges that Plaintiffs' and the putative class members' claims are barred
26 under the Dormant Commerce Clause of the United States Constitution as they have the effect of
27 enforcing California laws that are discriminatory to interstate commerce.

28 **NINETEENTH DEFENSE**

1 (Railway Labor Act Exemption; Wage Statement Requirements)

2 19. Plaintiffs' claim for inaccurate or inadequate wage statements is barred in whole or
3 in part because they are subject to an RLA collective bargaining agreement and, under Wage
4 Order 9(1)(E), are expressly exempt from California's wage statement laws, including those
5 under the Labor Code. *See* 8 C.C.R. § 11090(1)(E); *Collins v. Overnite Transport. Co.*, 129 Cal.
6 Rptr. 2d 254, 260 (Ct. App. 2003); *Angeles v. US Airways, Inc.*, 790 Fed. App'x 878, 880 (9th
7 Cir. 2020) (Mem.).

8 **RESERVATION OF RIGHTS**

9 SkyWest has not knowingly or intentionally waived any applicable affirmative defense
10 and reserves the right to assert and rely on such other applicable affirmative defenses as may later
11 become available or apparent. SkyWest further reserves the right to amend its answer and/or
12 affirmative defenses accordingly and/or to delete affirmative defenses that it determines are not
13 applicable during the course of subsequent discovery. Nothing stated herein constitutes a
14 concession as to whether or not Plaintiff bears the burden of proof on any issue.

15 **PRAVERS FOR RELIEF**

16 WHEREFORE, SkyWest prays as follows:

- 17 1. That Plaintiffs take nothing by reason of the CCAC;
 - 18 2. That no declaratory judgment shall issue as requested by Plaintiffs;
 - 19 3. That Plaintiffs not be awarded attorneys' fees at all;
 - 20 4. That the CCAC be dismissed in its entirety with prejudice;
 - 21 5. That judgment be entered for SkyWest;
 - 22 6. That SkyWest shall recover all costs of suit and reasonable attorneys' fees incurred
23 herein; and
 - 24 7. For such other and further relief as the Court deems just and proper.
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Dated: March 12, 2020

Respectfully submitted,

Jones Day

By: /s/ Amanda C. Sommerfeld
Amanda C. Sommerfeld

Counsel for Defendant
SKYWEST AIRLINES, INC.