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17 *Attorneys for Plaintiff*  
18 *SELINA CURTIS and the putative class*

19 **SUPERIOR COURT OF CALIFORNIA**  
20 **COUNTY OF LOS ANGELES**  
21 **UNLIMITED JURISDICTION**

22 SELINA CURTIS, on behalf of herself  
23 and all others similarly situated,

24 Plaintiff,

25 v.

26 AVELO AIRLINES, INC.; and Does 1-  
27 10, inclusive,

28 Defendants.

Case No. 25STCV09277

**CLASS ACTION**

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PAY WAGES AT THE AGREED RATE OF PAY FOR ALL HOURS WORKED
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS
5. FAILURE TO PROVIDE REQUIRED REST PERIODS
6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
7. VIOLATIONS OF THE UNFAIR COMPETITION LAW

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. Plaintiff Selina Curtis (“Plaintiff”) works as a flight attendant for Defendant Avelo  
3 Airlines, Inc. (“Avelo” or “Defendant”). She brings this putative class action against Avelo on  
4 behalf of similarly situated flight attendants based in California for alleged violations of  
5 California wage and hour laws.

6 2. Avelo maintains policies and practices that unlawfully deny Plaintiff and other  
7 California-based flight attendants compensation for required work they perform before and after  
8 flights, during trainings, while on reserve, and for special administrative tasks, and premium pay  
9 for all overtime hours they work. Avelo also fails to provide Plaintiff and members of the putative  
10 class with the opportunity to take meal and rest breaks legally required under California law.

11 3. These policies and practices violate the California Labor Code, the applicable  
12 California Industrial Welfare Commission’s (“IWC”) Wage Order, and California Business and  
13 Professions Code §§ 17200 *et seq.* (“UCL”).

14 **PARTIES**

15 4. Plaintiff has worked as a flight attendant for Avelo since March 2022 and  
16 continues to be employed by Avelo in that position.

17 5. Plaintiff lives in Los Angeles, California, and performs work as a flight attendant  
18 for Defendant in California, including at Hollywood Burbank Airport.

19 6. Avelo makes deductions from Plaintiff’s paychecks for California income tax,  
20 California Workers’ Compensation, and California State Disability Income Insurance.

21 7. Avelo is a corporation registered in and doing business throughout the State of  
22 California.

23 8. Avelo is headquartered in Houston, Texas.

24 9. Avelo operates at airports throughout California, including Hollywood Burbank  
25 Airport, Palm Springs International Airport, California Redwood Coast-Humboldt County  
26 Airport, and Sonoma County Airport.

27 10. Avelo flies to intrastate destinations within California and interstate destinations  
28 outside of California.

1            11.     Upon information and belief, as of Fall of 2024, Avelo employed approximately  
2 32 flight attendants based at the Hollywood Burbank Airport and 21 flight attendants based at the  
3 Sonoma County Airport.

4            12.     Does 1 through 10, inclusive, are persons or entities whose true names and  
5 identities are not known to Plaintiff, and who therefore are sued by such fictitious names. Plaintiff  
6 will amend this complaint to allege their true names and capacities once ascertained. Plaintiff is  
7 informed and believes that each of the fictitiously-named Doe defendants, including any such  
8 defendants that may be the agents, representatives, or parent or subsidiary corporations of the  
9 named Defendant, is responsible in some manner for the occurrences, events, transactions, and  
10 injuries alleged herein and that the harm suffered by Plaintiff and the proposed Class were  
11 proximately caused by them in addition to Defendant.

12            13.     Plaintiff is informed and believes and thereon alleges that each of the Defendants,  
13 including the Doe defendants, acted in concert with each and every other Defendant, intended to  
14 and did participate in the events, acts, practices and courses of conduct alleged herein, and was a  
15 proximate cause of damage and injury thereby to Plaintiff as alleged herein.

16            14.     At all times herein mentioned, each Defendant was the agent or employee of each  
17 of the other Defendants and was acting within the course and scope of such agency or  
18 employment.

19    **JURISDICTION AND VENUE**

20            15.     Venue is proper in this County because Defendant conducts substantial business at  
21 Hollywood Burbank Airport, which is located in Los Angeles County, where many alleged  
22 violations of the law took place.

23            16.     The damages in this matter exceed \$35,000. This matter is thus properly submitted  
24 to the Court of Unlimited Jurisdiction of Los Angeles County Superior Court.

25    **PLAINTIFF’S CLASS ACTION ALLEGATIONS**

26            17.     Pursuant to Section 382 of the California Code of Civil Procedure, Plaintiff brings  
27 this action on behalf of herself and a Class of others similarly situated defined as: all individuals  
28

1 who worked as flight attendants for Avelo and were based in California at any time during the  
2 four-year period prior to the filing of the complaint through the date of final judgment.

3 18. Upon information and belief, the Class consists of over 75 members. The exact  
4 size of the Class and the identity of the members of the Class are ascertainable from business  
5 records maintained by Defendant. Due to the size of the Class, joinder of all members would be  
6 impracticable.

7 19. The Class may be notified of the pendency of this action by mail or other  
8 appropriate media, using a notice customarily used in wage and hour class actions.

9 20. Plaintiff's claims are typical of the claims of members of the Class, as all Class  
10 members are similarly affected by Defendant's unlawful policies and practices in violation of  
11 California law. The claims arise from the same course of conduct by Defendant, and the relief  
12 sought is common.

13 21. Plaintiff will fairly and adequately protect the interests of the members of the Class  
14 because: (a) her interests do not conflict with the interests of the individual members of the Class  
15 she seeks to represent; (b) she has retained counsel competent and experienced in wage and hour  
16 and class action litigation; and (c) she intends to prosecute this action vigorously.

17 22. Common questions of law and fact exist as to all members of the Class and  
18 predominate over any questions solely affecting individual members of the Class. Among the  
19 questions of law and fact common to the Class are:

20 (a) whether Defendant has a policy or practice of failing to pay Plaintiff and  
21 Class members overtime for all hours worked over 8 in a day or 40 in a week;

22 (b) whether Defendant has a policy or practice of failing to pay for all hours  
23 worked by Plaintiff and Class members;

24 (c) whether Defendant has a policy or practice of failing to provide accurate wage  
25 statements to Plaintiff and Class members;

26 (d) whether Defendant has a policy or practice of failing to provide meal  
27 periods to Plaintiff and Class members in compliance with California law;

28

1 (e) whether Defendant has a policy or practice of requiring Plaintiff and Class  
2 members to waive their second meal period in violation of California law;

3 (f) whether Defendant has a policy or practice of failing to provide rest breaks  
4 to Plaintiff and Class members in compliance with California law;

5 (g) whether the foregoing policies and practices violate Business and  
6 Professions Code §§ 17200 *et seq.*

7 23. A class action is superior to all other available methods for the fair and efficient  
8 adjudication of this controversy. Joinder of all Class members is impracticable. Questions of law  
9 and fact common to the Class predominate over any questions affecting only individual members  
10 of the Class. Each Class member has suffered injury and is entitled to recover by reason of  
11 Defendant's unlawful conduct. Common proof as to Defendant's conduct, including Defendant's  
12 own documents and pay records, will demonstrate the uniformity of Defendant's unlawful  
13 conduct.

14 24. A class action will allow those similarly situated to litigate their claims in the  
15 manner that is most efficient and economical for the parties and the judicial system. The  
16 prosecution of separate actions against Defendant by individual Class members would create a  
17 risk of inconsistent judgments. Furthermore, as the damages suffered by individual Class  
18 members may be relatively small, the expense and burden of individual litigation make it  
19 impossible for members of the Class to individually redress the wrongs done to them. There will  
20 be no difficulty in the management of this action as a class action.

### 21 **CLASSWIDE FACTUAL ALLEGATIONS**

22 25. At all relevant times, Plaintiff and the members of the putative Class have been  
23 Avelo's employees and Avelo has employed Plaintiff and the members of the putative Class.

24 26. As set forth herein, Avelo's unlawful policies were enacted and imposed in willful  
25 disregard for the requirements of the law and are not justified by any good faith basis.

### 26 **Unpaid and Underpaid Training Time**

27 27. Avelo requires Plaintiff and Class members to attend mandatory on-the-job  
28 training during approximately their first four weeks of employment with Avelo.

1           28.     The training involves performing flight attendant duties on board Avelo flights  
2 under the supervision of a flight attendant instructor.

3           29.     Avelo pays Plaintiff and Class members a stipend of approximately \$48 a day  
4 during the training, which is intended to cover their expenses.

5           30.     Avelo does not pay Plaintiff and Class members any wages for the hours they  
6 spend in the required training.

7           31.     Plaintiff and Class members typically spend approximately 9 hours a day, for 18  
8 days performing this mandatory job training during their first four weeks of work.

9           32.     In addition, throughout the relevant period, Avelo required Plaintiff and the  
10 members of the Class to attend an in person annual training in Miami, Florida.

11          33.     Avelo compensates flight attendants for this training at a flat rate of 3.75 hours a  
12 day, regardless of the actual time spent in training.

13          34.     A typical training day can last up to 9 hours and no less than 8 hours.

14          35.     Avelo pays flight attendants 50 percent of their hourly rate for the time they spend  
15 traveling between their base airport and the Miami training location.

16          36.     In addition to in-person training, Plaintiff and Class members are also required to  
17 perform online training. Avelo pays flight attendants one hour of pay at their hourly rate for this  
18 training regardless of how long the training takes.

19 **Unpaid Pre- and Post-Flight Work**

20          37.     Avelo requires Plaintiff and Class members to clock in at the airport an hour and a  
21 half before their scheduled departure time.

22          38.     After clocking in, Avelo requires flight attendants to take a meal break and pays  
23 them at their hourly rate for 30 minutes.

24          39.     However, flight attendants are unable to take an uninterrupted 30-minute meal  
25 break because they must go through security and walk to their departure gate to ensure that they  
26 arrive exactly one hour before departure.

27          40.     In addition, once at the gate, flight attendants must attend a mandatory pre-flight  
28 briefing and respond to questions from their supervisors and/or gate agents.

1           41.     Pre-flight briefings involve discussion of flight details, safety procedures, expected  
2 weather conditions, passenger-specific needs (such as medical requirements or unaccompanied  
3 minors), and other operational updates.

4           42.     Flight attendants are only paid their hourly rate for the 30 minutes of “meal break”  
5 time even though they routinely work through these breaks.

6           43.     Once on board, flight attendants inspect safety equipment, including demonstration  
7 kits, life vests, oxygen tanks, firefighting equipment, doors, seatbelts, and other required items.  
8 They also stock supplies, inspect lavatories, and ensure the cabin is ready for passenger boarding.  
9 Avelo does not pay flight attendants for the time spent performing these pre-boarding  
10 preparations.

11           44.     When passenger boarding begins, flight attendants must assist passengers with  
12 stowing luggage, managing seat assignments, briefing passengers seated in exit rows, addressing  
13 passenger concerns, and preparing the cabin for departure. Avelo does not pay flight attendants  
14 for the time they spend helping customers board.

15           45.     Avelo starts paying flight attendants their hourly wage only once the aircraft doors  
16 close and the plane pushes back from the gate.

17           46.     After the flight lands, Avelo does not pay flight attendants for the time they spend  
18 helping customers deplane after the doors reattach and open at the gate. Deplaning typically takes  
19 around 20 minutes but often takes longer.

20           47.     The time period during which the plane is away from the gate is known as “block  
21 time.” The only flight time for which flight attendants are compensated is block time.

22           48.     Flight attendants also generally do not leave the aircraft between scheduled flights.  
23 They must prepare for the next boarding, which involves briefing for the upcoming flight,  
24 collecting trash, and assisting new passengers to board. Avelo does not pay flight attendants for  
25 this work and only pays them their hourly wage once the aircraft doors close again and the plane  
26 pushes away from the gate.

27  
28

1           49.     In addition, Avelo requires flight attendants to write up and submit incident reports  
2 online when unexpected events occur during a flight. Examples of such incidents include medical  
3 issues with passengers, disruptive or unruly passengers, and mechanical issues with the plane.

4           50.     Avelo’s policy mandates that flight attendants submit these reports within 24 hours  
5 of the incident. Because Avelo flights do not have Wi-Fi, flight attendants cannot write up or  
6 submit reports while in the air. Instead, they must write up and submit these reports after landing  
7 and deplaning.

8           51.     Avelo does not pay flight attendants for the time they spend writing up and  
9 submitting these reports.

10     **Unpaid Reserve Time**

11           52.     Under Avelo policy, flight attendants must be on “reserve” status for  
12 approximately 20 days a month to remain in good standing. During these reserve shifts, flight  
13 attendants must remain available at least 8 hours a day and be prepared to report for a flight with  
14 as little as 2.5 hours’ notice.

15           53.     Avelo pays Plaintiff and Class members their hourly wage for only 3.75 hours on  
16 days when they are on reserve, even though they must be available for at least 8 hours during  
17 reserve days.

18           54.     On a reserve day, if a flight attendant fails to respond to a call from Avelo  
19 assigning a flight within 15 minutes, Avelo deducts 3.75 hours of pay from the flight attendant’s  
20 earnings.

21           55.     In addition, under Avelo policy, the failure to respond to calls from Avelo  
22 assigning flights may result in disciplinary action.

23           56.     Avelo regularly contacts flight attendants on reserve in the middle of the night for  
24 same-day assignments. Consequently, flight attendants must be available to respond to Avelo’s  
25 calls through the night and report to the airport as early as 5:30 a.m. for an assigned flight.

26           57.     Avelo also reserves the right to call up flight attendants on reserve to report to the  
27 airport and wait there in case they are needed to replace another crew member. Avelo only pays  
28



1 these flight attendants for 3.75 hours even though they may be required to wait at the airport for  
2 up to 10 hours.

3 **Unpaid Time Spent on Special Assignments**

4 58. Avelo fails to pay flight attendants for all of the hours they spend on special  
5 administrative assignments and office days.

6 59. For example, Avelo directed Plaintiff to interview flight attendants for a total of  
7 three days. Plaintiff worked 8 hours during each of the first 2 days and 2 additional hours on the  
8 third day, totaling 18 hours. However, Avelo paid her only 3.75 hours for each of the first two  
9 days (7.5 hours in total) and did not compensate her at all for the two hours worked on the third  
10 day.

11 60. Avelo also assigns flight attendants to train new hires but only pays them for 3.75  
12 hours, regardless of the actual time they spend on this training, which often exceeds 3.75 hours.

13 **Unpaid Drug Testing**

14 61. Avelo requires Plaintiff and Class members to undergo mandatory drug testing  
15 without compensation.

16 62. These tests often take place outside the airport, requiring flight attendants to travel  
17 to third-party testing facilities at their own expense.

18 **Unpaid Overtime**

19 63. Avelo consistently fails to pay Plaintiff and Class members overtime for hours  
20 they work in excess of 8 hours in a day or 40 hours in a workweek.

21 64. Instead, Avelo maintains a policy of compensating overtime hours at the straight-  
22 time hourly rate rather than at the legally required rate of one-and-one-half times the regular rate.

23 65. Avelo only pays flight attendants the time-and-a-half rate when they work over 90  
24 and up to 100 hours in a month. Likewise, Avelo pays flight attendants at a rate of 1.75 times  
25 their hourly rate when they work over 100 hours in a month.

26 66. In addition, Avelo does not include any of the off-the-clock work or interrupted  
27 meal breaks described above in calculating overtime hours. Instead, it calculates overtime solely  
28 based on block time, which severely undercounts the hours that flight attendants work.

1 **Failure to Pay Wages on Time**

2 67. Avelo pays Plaintiff and Class members twice a month.

3 68. On the seventh of each month, flight attendants receive payment for work  
4 performed from the 16th through the end of the previous month. This paycheck includes pay for  
5 37.5 flight hours, and any additional earnings from the prior month (from the 1st to the 31st or  
6 last day), such as extra hours worked over the 37.5 flight hours, lead flight attendant pay, and  
7 premium pay.

8 69. On the 22nd of each month, flight attendants are paid for work performed from the  
9 1st through the 15th of the current month, receiving exactly 37.5 flight hours of pay, regardless of  
10 the actual hours they worked during that period.

11 70. Thus, Avelo routinely pays flight attendants for hours worked up to five weeks  
12 after the work was performed.

13 **Failure to Provide Meal Breaks**

14 71. As discussed above, Avelo requires Plaintiff and Class members to take their first  
15 meal break immediately after clocking in at the airport.

16 72. Flight attendants are not able to take a 30-minute uninterrupted meal break because  
17 they must go through security and travel to their departure gate, and once there, must participate  
18 in pre-flight briefings and respond to questions from their supervisors and/or gate agents.

19 73. Avelo does not pay flight attendants an hour of pay at their hourly rate for missed  
20 or short meal breaks.

21 74. In addition, beginning on approximately January 31, 2023, Avelo mandated that  
22 flight attendants waive their second meal break as a condition of employment.

23 75. The Flight Attendant Playbook explicitly states that waiving the second meal break  
24 is a “requirement,” reinforcing that compliance is not optional.

25 76. Flight attendants who fail to comply with this policy are subject to discipline,  
26 including, but not limited to, relocation of their assigned base and/or performance of  
27 administrative work as a customer service agent or operations agent.

28

1           77.     These positions are typically paid less per hour than flight attendants and represent  
2 demotions in both pay and responsibility.

3 **Failure to Provide Rest Breaks**

4           78.     Avelo does not provide flight attendants with legally compliant rest breaks.

5           79.     During flights, flight attendants are unable to take rest breaks because Avelo does  
6 not provide suitable areas for rest breaks. Avelo prohibits flight attendants from sitting in empty  
7 passenger seats, and the aircraft lacks private areas where flight attendants can take an  
8 uninterrupted break.

9           80.     As a result, when flight attendants attempt to take rest breaks, passengers  
10 frequently interrupt them with requests for water, assistance with adjusting their seats, flight-  
11 related questions, first aid supplies, or complaints.

12          81.     At connecting airports, Avelo requires flight attendants to immediately resume  
13 work assisting with the next flight and does not provide them with the opportunity to take a rest  
14 break.

15 **Failure to Provide Accurate Wage Statements**

16          82.     Avelo fails to accurately track and maintain records of all hours worked by flight  
17 attendants, including accurate time records showing when each employee ends each work period,  
18 as well as records of meal periods and total daily hours worked.

19          83.     Avelo also fails to maintain and provide Plaintiff and Class members with wage  
20 statements accurately reflecting the total number of hours they work during each pay period,  
21 overtime hours, meal break pay, total wages paid, and the correct rates of pay for each payroll  
22 period.

23 **Restrictions on Employee Speech Relating to Wages and Employment Conditions**

24          84.     Avelo maintains a policy that prohibits flight attendants from making verbal or  
25 written statements about company matters to anyone outside the organization, including members  
26 of the press, attorneys, investigators, government agencies, or employees of other airlines, without  
27 first obtaining prior approval from Avelo.

28

1           85.       This policy unlawfully chills flight attendants’ rights to discuss working  
2 conditions, safety concerns, wages, and other employment-related matters freely.

3   **FIRST CAUSE OF ACTION**  
4           **(Failure to Pay Minimum Wage [Cal. Labor Code §§ 1182.12, 1194, 1194.2; IWC Wage**  
5           **Order No. 9-2001, § 4] by Plaintiff Individually and on Behalf of the Class)**

6           86.       Plaintiff and members of the Class incorporate herein by specific reference, as  
7 though fully set forth, the allegations above.

8           87.       Pursuant to California Labor Code sections 1182.12, 1194, and 1194.2, and IWC  
9 Wage Order No. 9-2001, section 4, Avelo must pay Plaintiff and members of the Class at least the  
10 applicable minimum wage for all hours worked. In 2020, the minimum wage in California was  
11 \$12.00 per hour. In 2021, the minimum wage in California was \$13.00 per hour. In 2022, the  
12 minimum wage in California was \$14.00 per hour. In 2023, the minimum wage in California was  
13 \$15.50 per hour. In 2024, the minimum wage in California was \$16.00 per hour. Since January 1,  
14 2025, the minimum wage in California has been \$16.50 per hour.

15           88.       Plaintiff and members of the Class are non-exempt employees entitled to the  
16 protections of California Labor Code sections 1182.12, 1194, and 1194.2, and IWC Wage Order  
17 No. 9-2001.

18           89.       California law prohibits employers from averaging rates earned by an employee  
19 over an entire shift in order to comply with minimum wage laws. Avelo’s pay policies and  
20 practices violate California’s minimum wage requirements because Avelo promises an hourly  
21 rate, but fails to pay Plaintiff and members of the Class for all hours worked at that hourly rate.

22           90.       As alleged herein, Avelo fails to pay Plaintiff and Class members at a rate equal  
23 to or exceeding the minimum wage for all hours they spend working prior to and after their  
24 flights, preparing reports, in training, on reserve days, undergoing drug testing, and performing  
25 special administrative tasks. As a result, Avelo fails to pay Plaintiff and members of the Class for  
26 all hours worked in violation of the Labor Code and Wage Order 9-2001.

27           91.       Avelo’s conduct described herein violates California Labor Code sections  
28 1182.12, 1194, and 1194.2, and IWC Wage Order No. 9-2001. Plaintiff and members of the Class

1 therefore are entitled to recover their unpaid wages, plus interest, attorneys' fees, expenses, and  
2 costs of suit. Further, Plaintiff and members of the Class are entitled to liquidated damages  
3 pursuant to Labor Code section 1194.2.

4 **SECOND CAUSE OF ACTION**  
5 **(Failure to Pay Overtime Wages [Cal. Labor Code §§ 510, 1194; IWC Wage Order No. 9-  
6 2001, § 3] by Plaintiff Individually and on Behalf of the Class)**

7 92. Plaintiff and members of the Class incorporate herein by specific reference, as  
8 though fully set forth, the allegations above.

9 93. At all times relevant to this action, Plaintiff and members of the Class worked for  
10 Avelo within the meaning of the California Labor Code.

11 94. Pursuant to California Labor Code sections 510 and 1194, and IWC Wage Order  
12 No. 9-2001, section 3, Avelo is required to compensate Plaintiff and members of the Class for all  
13 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours  
14 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first  
15 eight (8) hours on the seventh consecutive work day, with double time for all hours worked in  
16 excess of twelve (12) hours in any work day and for all hours worked in excess of eight (8) hours  
17 on the seventh consecutive day of work in any work week.

18 95. Plaintiff and members of the Class are non-exempt employees entitled to the  
19 protections of California Labor Code sections 510 and 1194, and IWC Wage Order No. 9-2001.

20 96. During the class period, Avelo failed to compensate Plaintiff and members of the  
21 Class for all overtime hours worked as required under the foregoing provisions of the California  
22 Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-  
23 half (1½) or double the regular rate of pay as provided by California Labor Code sections 510 and  
24 1194, and IWC Wage Order No. 9-2001, section 3; requiring, permitting or suffering Plaintiff and  
25 members of the Class to work off the clock; requiring, permitting, or suffering Plaintiff and  
26 members of the Class to attend training without compensation; requiring Plaintiff and members of  
27 the Class to undergo drug testing without compensation; requiring, permitting or suffering  
28

1 Plaintiff and members of the Class to work through meal and rest breaks; requiring, permitting or  
2 suffering Plaintiff and members of the Class to do special assignments without compensation.

3 97. In violation of California law, Avelo knowingly and willfully refuses to  
4 compensate Plaintiff and members of the Class for all wages earned and all hours worked. As a  
5 proximate result, Plaintiff and members of the Class have suffered, and continue to suffer,  
6 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and  
7 expenses and attorneys' fees in seeking to compel Avelo to fully perform its obligations under  
8 state law, all to their respective damages in amounts according to proof at time of trial, and within  
9 the jurisdiction of this Court.

10 98. Avelo's conduct described herein violates California Labor Code sections 510 and  
11 1194, and IWC Wage Order No. 9-2001, section 3. Therefore, pursuant to applicable provisions  
12 under the California Labor Code and IWC Wage Orders, Plaintiff and members of the Class are  
13 entitled to recover unpaid overtime owed to them by Avelo, plus interest, attorneys' fees,  
14 expenses, and costs of suit.

15 **THIRD CAUSE OF ACTION**  
16 **(Failure to Pay Wages at the Regular Rate of Pay for All Hours Worked [Cal. Labor Code §**  
17 **223] by Plaintiff individually and on behalf of the Class)**

18 99. Plaintiff and members of the Class incorporate herein by specific reference, as  
19 though fully set forth, the allegations above.

20 100. At all times relevant to this action, Plaintiff and members of the Class were  
21 employed by Avelo within the meaning of the California Labor Code.

22 101. California Labor Code section 223 provides that: "Where any statute or contract  
23 requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a  
24 lower wage while purporting to pay the wage designated by statute or by contract."

25 102. Avelo has violated section 223 with respect to Plaintiff and Class members by  
26 promising them an hourly rate of pay for the hours they work, but then failing to pay them at this  
27 rate for many hours that they work, including before and after flights, while on reserve, in  
28

1 required trainings, submitting to drug testing, and performing administrative work for the benefit  
2 of Avelo.

3 103. During the class period, Avelo maintains a policy and practice of failing to  
4 compensate Plaintiff and flight attendants for all of the hours that Avelo requires, suffers, or  
5 permits them to work.

6 104. Plaintiff and Class members perform mandatory work duties that Avelo does not  
7 record and does not compensate.

8 105. As a result of the unlawful acts of Avelo, Plaintiff and Class members have been  
9 deprived of compensation in amounts to be determined at trial and are entitled to recovery of such  
10 amounts, plus interest thereon, attorneys' fees, and costs.

11 **FOURTH CAUSE OF ACTION**  
12 **(Failure to Provide Required Meal Periods [Cal. Labor Code §§ 226.7, 510, 512, 1194; IWC**  
13 **Wage Order No. 9-2001, § 11] by Plaintiff Individually and on Behalf of the Class)**

13 106. Plaintiff and members of the Class incorporate herein by specific reference, as  
14 though fully set forth, the allegations above.

15 107. At all times relevant to this action, Plaintiff and members of the Class were  
16 employed by Avelo within the meaning of the California Labor Code.

17 108. As part of Avelo's illegal policies and practices, Avelo deprives its non-exempt  
18 employees of wages earned and due. Avelo requires, permits, or suffers Plaintiff and members of  
19 the Class to take their meal period at the start of their shifts. However, Plaintiff and members of  
20 the Class are not able to take an uninterrupted meal break because they must use this time to go  
21 through security and reach their departure gate, participate in pre-flight briefings, and respond to  
22 questions from supervisors and gate agents.

23 109. Avelo fails to pay Plaintiff and Class members an hour of pay at their regular  
24 hourly rate despite that they are not able to take a full, 30-minute meal break in compliance with  
25 the Labor Code.

26 110. Additionally, under Avelo policy, Plaintiff and Class members are required to  
27 waive their right to a second meal break. Avelo fails to provide the required meal periods to  
28

1 Plaintiff and Class members pursuant to California Labor Code sections 226.7 and 512, and IWC  
2 Order No. 9-2001, section 11.

3 111. Avelo further violates California Labor Code section 226.7 and IWC Wage Order  
4 No. 9-2001, section 11 by failing to pay Plaintiff and members of the Class who are not provided  
5 with a meal period, in accordance with the applicable wage order, one additional hour of  
6 compensation at each employee's regular rate of pay for each work day that a meal period is not  
7 provided.

8 112. Avelo further violates California Labor Code sections 226.7, 510, and 1194, and  
9 IWC Wage Order No. 9-2001 by failing to compensate Plaintiff and members of the Class for all  
10 the hours they work during their meal periods.

11 113. As a proximate result of the aforementioned violations, Plaintiff and members of  
12 the Class suffer damages in the amount to be determined at trial, and they are entitled to recover  
13 all wages earned and/or damages due, interest, attorneys' fees, and costs.

14 **FIFTH CAUSE OF ACTION**  
15 **(Failure to Provide Required Rest Periods [Cal. Labor Code §§ 226.7, 512; IWC Wage**  
16 **Order No. 9-2001, § 12] by Plaintiff individually and on behalf of the Class)**

17 114. Plaintiff and members of the Class incorporate herein by specific reference, as  
18 though fully set forth, the allegations above.

19 115. At all times relevant to this action, Plaintiff and members of the Class were  
20 employed by Avelo within the meaning of the California Labor Code.

21 116. At all times relevant herein, as part of Avelo's illegal policies and practices to  
22 deprive their non-exempt employees of all wages earned and due, Avelo fails to provide rest  
23 periods to Plaintiff and members of the Class as required under California Labor Code sections  
24 226.7 and 512, and IWC Wage Order No. 9-2001, section 12(A). Specifically, Avelo fails to  
25 provide designated break areas which prevents flight attendants from taking uninterrupted, duty-  
26 free rest breaks.

27 117. Avelo further violates California Labor Code section 226.7 and IWC Wage Order  
28 No. 9-2001, section 12(B) by failing to pay Plaintiff and members of the Class who are not



1 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
2 pay at each employee's regular rate for each work day that a rest period is not provided.

3 118. As a proximate result of the aforementioned violations, Plaintiff and members of  
4 the Class have been damaged in an amount according to proof at trial, and they are entitled to  
5 recover all wages earned and/or damages due, interest, attorneys' fees, and costs.

6 **SIXTH CAUSE OF ACTION**  
7 **(Failure to Provide Accurate Wage Statements [Cal. Lab. Code §§ 226, 1174; IWC Wage**  
8 **Order No. 9-2001, § 7] by Plaintiff individually and on behalf of the Class)**

9 119. Plaintiff and members of the Class incorporate herein by specific reference, as  
10 though fully set forth, the allegations above.

11 120. At all times relevant to this action, Plaintiff and members of the Class were  
12 employed by Avelo within the meaning of the California Labor Code.

13 121. Pursuant to California Labor Code sections 226, 1174, and IWC Wage Order no.  
14 9-2001, section 7(A), all employers are required to keep accurate information and time records  
15 regarding each employee's hours of work, including when each employee begins and ends each  
16 work period, their total daily hours worked, and meal breaks each workday, and maintain such  
17 records for a period of at least three (3) years. Employers must also provide to each employee  
18 accurate, periodic wage payments in writing setting forth, among other things: (a) the dates of  
19 labor for which payment of wages is made; (b) the total hours of work for the pay period; (c) the  
20 applicable rates of pay for all hours worked; (d) gross and net wages paid, as well as all  
21 authorized deductions from those wages; and (e) the name and address of the employer.

22 122. Defendant knowingly and willfully fails to comply with these provisions by,  
23 among other things, failing to provide accurate itemized wage statements in writing showing all  
24 applicable rates of pay during the pay period and the corresponding number of hours worked at  
25 each hourly rate by Plaintiff and Class members and meal breaks taken.

26 123. California Labor Code section 226(e) provides that any employee suffering injury  
27 due to a willful violation of the aforementioned obligations may collect the greater of either actual  
28 damages or \$50 for the first inadequate pay statement and \$100 for each inadequate statement

1 thereafter up to \$4,000 per employee. During the course of Plaintiff’s employment, Defendant  
2 consistently failed to provide Plaintiff and Class members with adequate pay statements as  
3 required by California Labor Code section 226 and IWC Wage Order no. 9-2001, section 7(A).

4 124. Defendant fails to provide such adequate statements willingly and with full  
5 knowledge of its obligations under California Labor Code section 226.

6 125. Defendant’s failure to provide such adequate statements causes injury to the  
7 Plaintiff and the Class.

8 126. Plaintiff and Class members may therefore recover the greater of actual damages  
9 or penalties as a result of Defendant’s failure to provide proper records, in an amount to be  
10 determined at trial. Plaintiff also seeks costs and attorneys’ fees under Labor Code section 226.

11 **SEVENTH CAUSE OF ACTION**  
12 **(Violation of the Unfair Competition Law [Business and Professions Code §§ 17200 *et seq.*] by Plaintiff individually and on behalf of the Class)**

13 127. Plaintiff and members of the Class incorporate herein by specific reference, as  
14 though fully set forth, the allegations above.

15 128. The California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*  
16 (“UCL”), defines unfair competition to include any “unlawful,” “unfair,” or “fraudulent”  
17 business act or practice. Cal. Bus. & Prof. Code § 17200.

18 129. Avelo’s conduct as described above constitutes unlawful business practices for the  
19 reasons set forth below, without limitation:

- 20 (a) Defendant has violated various sections of the California Labor Code,  
21 including but not limited to 204 (failing to make timely payment of wages),  
22 223 (failing to pay wages at the agreed rate for all hours worked), IWC Wage  
23 Order No. 9-2001, section 12(A) (failing to provide rest periods), 512 (failing  
24 to provide meal periods and requiring employees to waive their second meal  
25 period); 226 and 1174 (failing to provide accurate wage statements), 226.7  
26 (failing to pay employees for missed meal and rest breaks), 232 and 232.5  
27 (making unlawful restrictions on employee speech relating to wages and  
28 employment conditions); 510 and 1194 (failing to provide premium pay for all

1 overtime hours worked); and 1182.12, 1194, and 1194.2 (failing to pay at least  
2 the minimum wage for all hours worked); and

3 (b) Defendant has also violated various sections of Wage Order 9-2001.

4 130. Avelo's conduct as described above constitutes unfair business practices because  
5 Avelo's conduct in denying lawfully earned wages outweighs any utility of such practices.

6 131. As a result of Defendant's unlawful and unfair conduct, Plaintiff and members of  
7 the Class suffered injury in fact and lost money and property, including, but not limited to loss of  
8 wages earned.

9 132. Pursuant to California Business and Professions Code section 17203, Plaintiff and  
10 members of the Class seek declaratory and injunctive relief, restitution, disgorgement, and other  
11 appropriate equitable relief pursuant to Business and Professions Code section 17204.

12 133. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and  
13 members of the Class are entitled to recover reasonable attorneys' fees, costs, and expenses  
14 incurred in bringing this action.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for the following relief on behalf of herself and the Class  
17 against Defendant:

- 18 1. Certification of this action as a class action and appointment of Plaintiff and  
19 Plaintiff's counsel to represent the Class;
- 20 2. Provision of class notice to members of the Class as defined above;
- 21 3. A declaratory judgment that Defendant knowingly and intentionally violated the  
22 following provisions of the law;
- 23 a. California Labor Code sections 1182.12, 1194, and 1194.2 by failing to pay  
24 California minimum wage;
- 25 b. California Labor Code sections 510 and 1194 by failing to pay overtime  
26 wages;
- 27 c. California Labor Code section 223 by failing to pay at the agreed hourly  
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rate of pay for all hours worked off-the-clock;

- d. California Labor Code sections 226.7, 510, 512, and 1194 by failing to provide meal periods or compensation for working through meal periods by Plaintiff and Class members;
- e. California Labor Code section 512 by coercing employees to waive their right to a second meal period;
- f. California Labor Code section 226 by failing to provide accurate wage statements;
- g. California Labor Code sections 226.7 and 512 by failing to provide rest periods to Plaintiff and Class members;
- h. California Labor Code sections 232 and 232.5 by restricting employee speech relating to wages and employment conditions; and
- i. California Labor Code section 204 by failing to comply with semimonthly, timely payment of wages to Plaintiff and Class members.

4. An order permanently enjoining Defendant from engaging in the unlawful, unfair, and fraudulent acts and practices alleged herein;

5. An order requiring Defendant to pay restitution of all amounts owed to Plaintiff and members of the Class, in an amount according to proof, pursuant to California Business and Professions Code section 17203;

6. Compensatory damages according to proof;

7. Statutory damages, liquidated damages, and penalties as provided under the Labor Code;

8. Pre-judgment interest on all sums collected;

9. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5 and the California Labor Code, and/or other applicable law;

10. Costs of suit herein; and

11. Such other and further relief as the Court may deem appropriate.

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Dated: March 28, 2025

Respectfully submitted,

OLIVIER & SCHREIBER PC

By:   
Monique Olivier

*Attorneys for Plaintiff Selina Curtis and the Putative Class*

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of each and every cause of action so triable.

Dated: March 28, 2025

Respectfully submitted,

OLIVIER & SCHREIBER PC

By:   
Monique Olivier

*Attorneys for Plaintiff Selina Curtis and the Putative Class*