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**FILED**  
Superior Court of California  
County of Los Angeles

AUG 06 2015

Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Deputy  
Shaunya Bolden

1 Jeffrey C. Jackson, State Bar No. 140990  
2 Kirk D. Hanson, State Bar No. 167920  
3 JACKSON HANSON, LLP  
4 2790 Truxtun Rd., Suite 140  
5 San Diego, California 92106  
6 (619) 523-9001 Tel.  
7 (619) 523-9002 Fax  
8 Email: atty@JacksonHanson.com  
9 Attorneys for Plaintiff  
10 Paul Bradley

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES

10 PAUL BRADLEY, individually, and on behalf of )  
11 all others similarly situated, )  
12 )  
13 Plaintiff, )  
14 )  
15 v. )  
16 CONTINENTAL AIRLINES, INC., and Does 1 )  
17 through 50, inclusive, )  
18 )  
19 Defendants. )

Case No.: **BC 5 9 0 4 9 1**  
**COMPLAINT**

**LABOR CODE PRIVATE ATTORNEY  
GENERAL ACT REPRESENTATIVE  
ACTION CLAIM:**

(1) Illegal Wage Statement Penalties  
(L.C. §226)

**CLASS ACTION CLAIM:**

(2) Illegal Wage Statements (L.C. §226)

RECEIPT #: CCH465980031  
DATE PRD: 08/06/15 12:42 PM  
PAYMENT: \$1,000.00  
RECEIVED: 310  
CHECK: \$0.00  
CASH: \$0.00  
CHANGE: \$0.00  
FRO: \$0.00

CIT/CASE: BC590491  
LEA/DEF#:

20 Plaintiff, PAUL BRADLEY ("Plaintiff"), on behalf of himself and all others similarly situated,  
21 complains and alleges as follows:

22 **I. INTRODUCTION & GENERAL ALLEGATIONS**

23 1. Plaintiff brings this action against CONTINENTAL AIRLINES, INC and DOES  
24 through 50 (hereinafter also collectively referred to as "Defendants") for California Labor Code  
25 violations stemming from Defendants' failure to comply with the wage statement requirements of Labor  
26 Code §226(a).  
27  
28

RECEIPT #: CCH465980030  
DATE PRD: 08/06/15 12:42 PM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK: \$0.00  
CASH: \$0.00  
CHANGE: \$0.00  
FRO: \$0.00

CIT/CASE: BC590491  
LEA/DEF#:

08/06/2015

1           2.       Defendants are airline companies and conduct business throughout the United States,  
2 including the State of California. Plaintiff is a current employee of Defendants and is paid on an hourly  
3 basis. Plaintiff works as a flight attendant for Defendants in the County of Los Angeles.

4           3.       The wage statements Defendants provide to their flight attendants at the time wages are  
5 paid fail to list the total hours worked by the flight attendants during the pay period in violation of  
6 §226(a)(2), fail to list the address of the legal entity that is the employer in violation of §226(a)(8), but  
7 instead list a post office box, and fail to list all applicable hourly rates in effect during the pay period and  
8 the corresponding number of hours worked at each hourly rate by the flight attendants in violation of  
9 §226(a)(9). A reasonable person cannot promptly and easily determine from the wage statement alone  
10 the missing and inaccurate information without reference to other documents or information. Defendants  
11 approve of the format of the wage statements and intentionally provide the wage statements to their  
12 flight attendant in that format.

13           4.       Plaintiff brings this lawsuit against Defendants on behalf of himself and all other current  
14 and former flight attendants of Defendants who work in or out of California, seeking, among other  
15 things, penalties, attorney's fees, costs, and injunctive relief pursuant to the California Labor Code.

16           **II. JURISDICTION**

17           5.       This Court has jurisdiction over Plaintiff, the Class Members' and the Aggrieved  
18 Employees' claims for relief pursuant to Labor Code §§ 226, 2698, 2699, 2699.3, and 2699.5.

19           **III. VENUE**

20           6.       Venue as to each Defendant is proper in this court, pursuant to Code of Civil Procedures §  
21 395(a). Each Defendant maintains offices, transacts business, and/or has an agent in Los Angeles  
22 County, and each Defendant is otherwise within this Court's jurisdiction for purposes of service of  
23 process. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated  
24 within the State of California and within Los Angeles County. Defendants employ the Class Members  
25 and Aggrieved Employees in Los Angeles County and other counties in California.

26           ///

27           ///

1 **IV. PARTIES**

2 **Plaintiff**

3 7. Class representative and Aggrieved Employee representative PAUL BRADLEY resides in  
4 Los Angeles, California, and is currently employed by Defendants in Los Angeles, California.

5 **Defendants**

6 8. Plaintiff is informed and believes, and based thereon alleges, that defendant  
7 CONTINENTAL AIRLINES, INC., is the employer of Plaintiff, the Class Members, and the Aggrieved  
8 Employees, and employed these persons during the applicable class period and applicable statutory  
9 periods.

10 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation  
11 in the conduct herein alleged, of Defendants sued herein as DOES 1 through 50, inclusive, but on  
12 information and belief alleges that those Defendants are legally responsible for the payment of penalties  
13 to Plaintiff, the Class Members and the Aggrieved Employees by virtue of Defendants' unlawful actions  
14 and practices and therefore sue these Defendants by such fictitious names. Plaintiff will amend this  
15 complaint to allege the true names and capacities of the DOE Defendants when ascertained.

16 10. Plaintiff is informed and believes, and based thereon alleges that the Defendants acted in  
17 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,  
18 business plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally  
19 attributable to the other Defendants. On information and belief, a unity of interest and ownership  
20 between each Defendant exists such that all Defendants acted as a single employer of Plaintiff, the class  
21 members and the aggrieved employees.

22  
23 **V. LABOR CODE PRIVATE ATTORNEY GENERAL ACT CAUSES OF ACTION**  
24 **(Lab. C. §§ 2698-2699.5)**

25 11. Plaintiff is an "aggrieved employee" under the California Labor Code Private Attorney  
26 General Act ("PAGA") as he was employed by Defendants during the applicable statutory period and  
27 suffered one or more of the Labor Code violations alleged herein. As such, he seeks to recover, on  
28

1 behalf of the State of California and all other current and former flight attendants of Defendants, the  
2 civil penalties provided by PAGA.

3 12. Plaintiff seeks to recover the PAGA civil penalties through a representative action as  
4 permitted by PAGA. Therefore, Plaintiff does not seek class certification of the PAGA claims under  
5 Code of Civil Procedure §382.

6 13. Pursuant to Labor Code §2699.3 (a), on April 23, 2015, Plaintiff gave written notice by  
7 certified mail to Defendant and the Labor and Workforce Development Agency ("LWDA") of the  
8 specific provisions of the Labor Code alleged to have been violated, including the facts and theories to  
9 support the alleged violations. The LWDA did not respond to Plaintiff's letter of April 23, 2015, within  
10 33 days of the date the letter was mailed. Therefore, Plaintiff has exhausted the prefiling administrative  
11 requirements of PAGA.

12 **FIRST CAUSE OF ACTION**  
13 **ILLEGAL WAGE STATEMENT PAGA PENALTIES**  
14 **(Lab. C. §226 )**

15 14. Plaintiff hereby incorporates by reference Paragraphs 1 through 13 above as though fully  
16 set forth herein.

17 15. California Labor Code §226(a) requires the employer, at the time of each payment of  
18 wages, to provide its employees with an accurate written statement that lists, among other things, total  
19 hours worked by the employee, the address of the legal entity that is the employer, and all applicable  
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
21 hourly rate by the employee. L.C. §226(a)(2),(a)(8) and (a)(9).

22 16. Defendants violate §226(a)(8) and (a)(9) every pay period with respect to every flight  
23 attendant in California because the wage statements Defendants give to their flight attendants fail to list  
24 the physical address of the legal entity that is the employer, but instead illegally list a post office box,  
25 and fail to list all applicable hourly rates in effect during the pay period and the corresponding number  
26 of hours worked at each hourly rate by the flight attendant. The wage statements also violate Labor Code  
27 §226(a)(2) because they do not list the total hours worked by the flight attendants during the pay period.  
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1 17. Pursuant to Labor Code §2699, Plaintiff seeks all applicable PAGA civil penalties for the  
2 State of California and each current and former flight attendant employee of Defendants for each pay  
3 period in the applicable statute of limitations in which their wage statements did not comply with  
4 §226(a), plus reasonable attorney's fees and costs.

5 **VI. CLASS ACTION ALLEGATIONS**

6 18. Plaintiff hereby incorporates by reference Paragraphs 1 through 17 above as though fully  
7 set forth herein.

8 19. Plaintiff brings this action on behalf of himself and all others similarly situated as a class  
9 action pursuant to Code of Civil Procedure §382. The Class that Plaintiff seeks to represent is defined as  
10 follows:

11 All persons who were or are employed by CONTINENTAL  
12 AIRLINES, INC. in California as flight attendants at any time  
13 from one year before the filing of the Complaint up to the present.

14 Class Representative Plaintiff Paul Bradley is a member of the class he seeks to represent.

15 20. From one year before the filing of the Complaint, and up through the present, the Class  
16 Members were employed by Defendants as flight attendants and were provided with illegal wage  
17 statements in violation of California law.

18 21. This action has been brought and may properly be maintained as a class action under  
19 Code of Civil Procedure §382 because there is a well-defined community of interest in the litigation and  
20 the proposed class is easily ascertainable from Defendants' personnel and payroll records.

21 22. **Numerosity.** The potential members of the class as defined are so numerous that a  
22 joinder of all Class Members is impracticable. While the precise number of Class Members has not yet  
23 been determined, Plaintiff is informed and believes that Defendants have employed in excess of 1000  
24 flight attendants in California during the Class Period.

25 23. **Commonality.** There are questions of law and fact common to the class which  
26 predominate over any questions affecting only individual members of the class, including without  
27 limitation, whether, as alleged herein, Defendants have:  
28

- 1 a. Provided the Class Members with illegal wage statements that fail to list the total  
2 hours worked by the flight attendants during the pay period in violation of Labor  
3 Code §226(a)(2);  
4 b. Provided the Class Members with illegal wage statements that fail to list the  
5 physical address of the legal entity that is the employer in violation of §226(a)(8);  
6 and  
7 c. Provided the Class Members with illegal wage statements that fail to list all  
8 applicable hourly rates in effect during the pay period and the corresponding  
9 number of hours worked at each hourly rate by the flight attendants in violation of  
10 §226(a)(9).

11 24. **Typicality.** The Class Representative Plaintiff's claims are typical of the claims of the  
12 class. Class Representative Plaintiff was subjected to the same violations of his rights under California  
13 law and seeks the same types of penalties, and other relief on the same theories and legal grounds as the  
14 members of the class she seeks to represent.

15 25. **Adequacy of Representation.** Class Representative Plaintiff Paul Bradley will fairly and  
16 adequately represent and protect the interests of the Class Members. Plaintiff's interests are not in  
17 conflict with those of the Class Members. Class Representative's counsel are competent and experienced  
18 in litigating large employment class actions and other complex litigation matters, including cases like  
19 this case.

20 26. **Superiority of Class Action.** Class certification is appropriate because a class action is  
21 superior to other available means for the fair and efficient adjudication of this controversy. Each Class  
22 Member has been damaged and is entitled to recovery by reason of Defendants' illegal policies and  
23 practices set forth above. Class action treatment will allow those similarly situated persons to litigate  
24 their claims in the manner that is most efficient and economical for the parties and the judicial system.  
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**SECOND CAUSE OF ACTION  
ILLEGAL WAGE STATEMENTS  
(Cal. Lab. C. §226)**

27. Plaintiff hereby incorporates by reference Paragraphs 1 through 26 above as though fully set forth herein.

28. California Labor Code §226(a) requires the employer, at the time of each payment of wages, to provide its employees with an accurate written statement that lists, among other things, total hours worked by the employee, the address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. L.C. §226(a)(2), (a)(8) and (a)(9). Labor Code § 226(e) provides that if an employer knowingly and intentionally fails to provide an accurate statement itemizing, among other things, total hours worked by the employee during the pay period, the physical address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, then the employee is entitled to recover penalties in the amount of fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation up to four thousand dollars (\$4,000), plus attorney's fees and costs.

29. The wage statements Defendants provide to their flight attendants at the time wages are paid fail to list the total hours worked by the flight attendants during the pay period in violation of §226(a)(2), fail to list the address of the legal entity that is the employer in violation of §226(a)(8), but instead list a post office box, and fail to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the flight attendants in violation of § 226(a)(9). A reasonable person cannot promptly and easily determine from the wage statement alone the missing and inaccurate information without reference to other documents. Defendants approve of the format of the wage statements and intentionally provide the wage statements to their flight attendants in that format. Therefore, Defendants are liable to Plaintiff and each Class Member for the penalties provided by Labor Code §226(e), plus costs and reasonable attorney's fees.

1 30. Pursuant to Labor Code §226(h), Plaintiff and the Class Members also seek injunctive relief  
2 to ensure Defendants' compliance with the requirements of §226(a), plus reasonable attorney's fees and  
3 costs.

4 **PRAYER FOR RELIEF**

5  
6 Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment  
7 against Defendants, jointly and severally as follows:

- 8  
9 1. For all applicable civil penalties under the First Cause of Action provided for by the  
10 California Labor Code Private Attorney General Act (Lab. C. §2698 et seq.) as a result of  
11 Defendants' violations of the Labor Code as alleged herein;  
12 2. For reasonable attorney's fees and costs as provided for under the Labor Code Private  
13 Attorney Act;  
14 3. That the Second Cause of Action be certified as a class action;  
15 4. That Plaintiff be appointed as the Class Representative;  
16 5. That counsel for Plaintiff be appointed Class Counsel;  
17 6. For all applicable statutory penalties under the Second Cause of Action provided for  
18 under Labor Code §226(e);  
19 7. For reasonable attorney's fees and costs as provided for under subdivision (e) of Labor  
20 Code §226;  
21 8. For injunctive relief under Labor Code §226(h), plus attorney's fees and costs; and  
22 9. For such other relief as the Court deems just and proper.

23 Dated: July 23, 2015

JACKSON HANSON LLP

24 BY: 

25 Jeffrey C. Jackson  
26 Kirk D. Hanson  
27 Attorneys for Plaintiff  
28 PAUL BRADLEY

5102/08/2015



DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this matter.

Dated: July 23, 2015

JACKSON HANSON LLP

BY: 

Jeffrey C. Jackson  
Kirk D. Hanson  
Attorneys for Plaintiff  
PAUL BRADLEY

5102 / 08 / 2015