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10 PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO BUSINESS IN
CALIFORNIA AS PRIMEFLIGHT OF DE, INC.
11

12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA
14

15 HERTA GUADALUPE KUHN, on behalf
of herself and all others similarly situated,
16 and on behalf of the general public,

17 Plaintiff,

18 v.

19 PRIMEFLIGHT AVIATION SERVICES,
INC. WHICH WILL DO BUSINESS IN
20 CALIFORNIA AS PRIMEFLIGHT OF DE,
INC., a Delaware Corporation, PRIME
21 FLIGHT AVIATION SERVICES, INC., a
Ohio Corporation and DOES 1 through 10,
22 inclusive,

23 Defendants.
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Case No: 2:18-at-0135

**NOTICE OF REMOVAL OF ACTION TO
U.S. DISTRICT COURT**

[Originally California Superior Court
(Sacramento) Case No. 34-2018-00235596]

1 Defendant PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO
2 BUSINESS IN CALIFORNIA AS PRIMEFLIGHT OF DE, INC. (hereinafter referred to as
3 “Defendant” or “PrimeFlight – DE”) hereby removes the above-captioned action from the
4 Superior Court of the State of California, in and for the County of Sacramento, to the United
5 States District Court for the Eastern District of California, pursuant to 28 U.S.C. §§ 1332(d)
6 (the Class Action Fairness Act), 1441, 1446, and 1453. Such removal is based upon and
7 supported by the following.

8 **I. THE STATE COURT ACTION**

9 1. On or about June 22, 2018, Plaintiff HERTA GUADALUPE KUHN
10 (hereinafter, “Plaintiff”) filed an unverified “Class and Representative Action Complaint”
11 (hereinafter, the “Complaint”) in the Superior Court of the State of California, in and for the
12 County of Sacramento, thereby initiating the civil action entitled “HERTA GUADALUPE
13 KUHN, on behalf of herself and all others similarly situated, and on behalf of the general
14 public, Plaintiff, vs. PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO
15 BUSINESS IN CALIFORNIA AS PRIMEFLIGHT OF DE, INC., a Delaware Corporation,
16 PRIME FLIGHT AVIATION SERVICES, INC, a Ohio Corporation and DOES 1 through 10,
17 inclusive, Defendants”, Case No. 34-2018-00235596 (hereinafter, the “State Court Action”). A
18 true and correct copy of the Complaint is attached hereto as Exhibit A. The named defendants
19 in the State Court Action are referred to collectively herein as the “Defendants.”

20 2. The County of Sacramento is within the territory of the United States District
21 Court for the Eastern District of California.

22 3. Plaintiff’s Complaint asserts causes of action for: (1) Failure to Provide Meal
23 and Rest Periods in Violation of (Labor Code § 226.7, 512 and 558); (2) Knowing and
24 Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Labor
25 Code § 226(a), (e)); (3) Failure to Timely Pay Wages Due at Termination (Labor Code §§ 201-
26 203); (4) Violation of Business and Professions Code § 17200); and (5) Penalties Pursuant to
27 Labor Code § 2699(f) for Violations of Labor Code §§ 226.7, 512, 558, § 226(a)(e), §§ 201-
28 203.

1 4. True and correct copies of all other process, pleadings and orders (*see* 28 U.S.C.
2 § 1446(a)) that have been served on PrimeFlight – DE in the State Court Action are attached
3 hereto, respectively, as Exhibit B (Summons), Exhibit C (Civil Cover Sheet), and Exhibit D
4 (Notice of Case Management Conference).

5 5. The Complaint, along with Exhibits B through D hereto, were served on
6 PrimeFlight – DE by personal service on July 27, 2018.

7 **II. REMOVAL IS SUBJECT TO A LIBERAL PLEADING STANDARD**

8 6. In 2014, the U.S. Supreme Court held that notices of removal are subject to the
9 same general pleading standards applicable to complaints pursuant to Rule 8(a) of the Federal
10 Rules of Civil Procedure, and that accordingly such notices need not attach evidence or meet a
11 burden of proof, but rather need only contain a “short and plain statement of the grounds for
12 removal.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 551-554 (2014)
13 (quoting 28 U.S.C. § 1446(a)). This governing principle also applies to a removing party’s
14 allegations as to the amount in controversy. *Id.*; *Garnett v. ADT LLC*, 74 F. Supp. 3d 1332,
15 1334 (E.D. Cal. 2015). Only if the Court, or another party, contests the allegations of
16 removability must the removing party submit evidence supporting its allegations, whereupon
17 removability is decided under a preponderance of the evidence standard. *Dart Cherokee*,
18 *supra*, 135 S.Ct. at 553-554.

19 **III. THE U.S. DISTRICT COURT HAS JURISDICTION PURSUANT TO THE**
20 **CLASS ACTION FAIRNESS ACT**

21 7. On February 18, 2005, Congress enacted the Class Action Fairness Act of 2005
22 (hereinafter, the “CAFA”). The CAFA gives U.S. District Courts original jurisdiction over
23 civil class action lawsuits in which any member of the putative class is a citizen of a state
24 different from any defendant, and in which the matter in controversy exceeds the sum or value
25 of \$5 million, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2). The CAFA authorizes
26 removal of such actions in accordance with 28 U.S.C. § 1446. While there are a number of
27 exceptions to this rule of original jurisdiction contained in 28 U.S.C. §§ 1332(d)(3)-(5), no such
28 exceptions apply here.

1 8. There is no “presumption against removal” when a defendant seeks to remove
2 pursuant to the CAFA. *Dart Cherokee, supra*, 135 S.Ct. at 554.

3 9. This Court has original jurisdiction over this case under the CAFA, in that the
4 case is a civil putative class action wherein the matter in controversy exceeds the sum of \$5
5 million, exclusive of interest and costs, and at least one member (if not all) of the class of
6 plaintiffs is a citizen of a state different than that of PrimeFlight – DE. *See* 28 U.S.C. § 1332(d).

7 10. Plaintiff’s Complaint asserts all of her claims on behalf of a putative class
8 consisting of “[a]ll current and former employees of Defendants since the date four (4) year
9 [sic] prior to the filing of this complaint” (hereinafter, the “Putative Class”). Complaint, ¶ 16.
10 There are more than one hundred (100) such persons, and as such CAFA’s exception for
11 classes of fewer than one hundred (100) persons does not apply. *See* 28 U.S.C. §
12 1332(d)(5)(B).

13 11. Plaintiff’s Complaint asserts the same claims, on behalf of the same Putative
14 Class, against both PrimeFlight – DE and a separate entity, namely “Prime Flight Aviation
15 Services, Inc.” (hereinafter, “Prime Flight – OH”), alleging that Defendants acted as each
16 other’s agents, that they carried out a “joint scheme, business plan or policy” with respect to all
17 matters alleged in the Complaint, that “the acts of each [such defendant is] legally attributable
18 to the other Defendants”, and that the Defendants “in all respects acted as the employer and/or
19 joint employer of Plaintiff and the [Putative Class].” Complaint, ¶ 9.

20 12. Under 28 U.S.C. § 1453(b), a part of the CAFA, “a class action may be removed
21 to a district court of the United States in accordance with section 1446 (except that the 1-year
22 limitation under section 1446(b) shall not apply), without regard to whether a defendant is a
23 citizen of the State in which the action is brought, except that such action may be removed by
24 any defendant without the consent of all defendants.” CAFA’s diversity requirement is satisfied
25 when at least one plaintiff is a citizen of a state in which none of the defendants are citizens,
26 when one plaintiff is a citizen of a foreign state and one defendant is a U.S. citizen, or when
27 one plaintiff is a U.S. citizen and one defendant is a citizen of a foreign state. 28 U.S.C. §§
28 1332(d)(2), 1332(d)(5)(B), 1453(a).

1 13. At all times since at least June 22, 2018, Plaintiff has been a resident and citizen
2 of the State of California. *See, e.g.*, Complaint, ¶ 6.

3 14. A corporation is deemed to be a citizen of the state in which it is incorporated
4 and where it has its principal place of business. 28 U.S.C. § 1332(c)(1). The phrase “principal
5 place of business” “refers to the place where the corporation’s high level officers direct,
6 control, and coordinate the corporation’s activities.” *Hertz Corp. v. Friend*, 559 U.S. 77, 80
7 (2010). This is the corporation’s “nerve center.” *Id.* at 78. “[I]n practice [this] should
8 normally be the place where the corporation maintains its headquarters. . .” *Id.* The
9 headquarters is the place from which the corporation’s business activities are directed,
10 controlled, and coordinated. *Id.* At all times since at least June 22, 2018, the following have
11 been the case with regard to PrimeFlight – DE: (a) it has been a Corporation, incorporated in
12 and under the laws of the State of Delaware; (b) its corporate headquarters, where its “high
13 level” officers and executives have directed, controlled, and coordinated PrimeFlight – DE’s
14 business operations, has been located in the State of Texas; (c) its core executive and
15 administrative functions have been carried out in the State of Texas, including but not limited
16 to all legal work and analysis, policy-making and decisions, corporate communications
17 (internal and external), advertising and marketing, and centralized information technology
18 operations. Therefore, PrimeFlight – DE is a citizen of the states of Delaware and Texas.
19 *Hertz, supra*, 559 U.S. at 78.

20 14. Based upon the foregoing, minimal diversity is established because at all times
21 since at least June 22, 2018, Plaintiff has been a citizen of California and PrimeFlight – DE has
22 been a citizen of Delaware and Texas. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), 1453(a),
23 (b); *Hertz, supra*, 559 U.S. at 78.

24 15. Prime Flight - OH has not been served with process in the State Court Action.
25 And, in any event, consent of co-defendants is not required for removal under the CAFA. 28
26 U.S.C. § 1453(b); *United Steel, et al. v. Shell Oil Co.*, 549 F.3d 1204, 1208-1209 (9th Cir.
27 2008). Accordingly, whether Prime Flight – OH consents to this removal is not material. *Id.*;
28 *see* 28 USC § 1446(b)(2)(B); *see also Destfino v. Reiswig*, 630 F.3d 952, 956 (9th Cir. 2011).

1 16. Intra-district assignment to the Sacramento Division of this Court is proper
2 because the case was originally filed in the California Superior Court in and for the County of
3 Sacramento.

4 17. Section 28 U.S.C. § 1332(d) (a part of the CAFA) authorizes the removal of
5 class action cases in which, among other factors mentioned above, the amount in controversy
6 for all class members exceeds \$5 million. Plaintiff’s Complaint is silent as to the total amount
7 of monetary relief sought. However, the failure of the Complaint to specify the total amount of
8 monetary relief sought by Plaintiff does not deprive this Court of jurisdiction. *White v. J.C.*
9 *Penny Life Ins. Co.*, 861 F. Supp. 25, 26 (S.D. W.Va.1994) (defendant may remove suit to
10 federal court notwithstanding the failure of Plaintiff to plead a specific dollar amount in
11 controversy; if the rules were otherwise, “any Plaintiff could avoid removal simply by
12 declining. . . to place a specific dollar claim upon its claim.”)

13 18. On March 8, 2018, Prime Flight - OH filed a notice of removal in a separate
14 civil action alleging similar claims (wage and hour claims including failure to provide
15 California meal and rest periods, wage statement violations, and “waiting time” penalties),
16 against a similar class (all non-exempt employees), as are alleged here. *See* “Notice of
17 Removal of Civil Action Under 28 U.S.C. §§ 1332, 1441, 1446 and 1453 by Defendant
18 PrimeFlight Aviation Services, Inc.”, filed March 8, 2018 in the U.S. District Court (N.D. Cal.)
19 in an action entitled *Edgardo Dones, et al. v. PrimeFlight Aviation Services, Inc.*, Case No.
20 3:18-cv-01503 (hereinafter, the “Prime Flight – OH Removal Notice”), attached hereto as
21 Exhibit E, ¶¶ 2, 8. Also attached hereto as Exhibit F is a copy of the supporting declaration of
22 Emil Czechowski, M.B.A. in support of such removal notice (hereinafter, the “Czechowski
23 Decl.”).

24 18. The “Amount in Controversy” requirement is met here based on the following.

25 (a) Meal and Rest Period Claims

26 Plaintiff’s First Cause of Action alleges that Defendants collectively failed entirely to
27 provide Plaintiff and Putative Class Members with meal and rest periods as required by
28 California law. *See* Complaint, ¶¶ 26-31. Plaintiff claims one hour of pay for each day that

1 Defendants did not provide all require meal periods, and an additional hour for each day that
2 Defendants did not provide all required rest periods *Id.* at ¶¶ 27-29. Plaintiff’s claims for meal
3 and rest period “premium” wages are potentially subject to up to a four-year limitation period.
4 *See Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1105-1114 (2007).

5 Defendant employed at least approximately 575 members of the Putative Class in
6 California at any one given time, during the time period since it commenced operations in
7 California on or about November 10, 2017. Such persons earned an average of approximately
8 \$16.25 per hour (with some earning substantially more). Such employees generally worked a
9 schedule consisting of five (8) eight-hour workdays per week, at least approximately forty-
10 eight (48) weeks per year (accounting for vacations, leaves, and illness). Based on those
11 figures, the amount at issue on Plaintiff’s meal and rest periods alone is 575 (persons) x 36
12 (weeks) x 5 x \$16.25 (avg. regular hourly rate) x 2 (premiums per workday) = \$3,363,750.
13 Additionally, the Prime Flight – OH Removal Notice shows that, with regard to the same work
14 force, as to the time period from October 30, 2013 to October 30, 2017, the meal and rest
15 period premium allegations place an additional \$1,669,472 in controversy (conservatively
16 reducing Prime Flight – OH’s figure of \$989,300 + \$1,097,540 = \$2,086,840 by 20% to
17 account for the fact that the limitation period in such action runs back from October 30, 2017
18 instead of June 22, 2018). *See* Prime Flight – OH Removal Notice, ¶¶ 20-21; Czechowski
19 Decl., ¶ 5. This brings the total amount in controversy to \$5,033,222. It is significant to note
20 that Prime Flight – OH’s figures are also conservative in that they assume a 20% violation rate,
21 even though Plaintiff in this case has placed no such limitation on her meal and rest period
22 allegations. *See Id.*; Complaint, ¶ 28 (referring to “one or more” such meal and rest periods).
23 Accordingly, in reality the allegations against Prime Flight – OH alone establish an additional
24 \$6,677,888 in controversy in this action (\$1,669,472 x 4), bringing the total in controversy on
25 this claim to \$11,711,110 (\$3,363,750 + \$1,669,472 + \$6,677,888).

26 As such, the amount at issue on Plaintiff’s meal and rest period claim is between
27 \$5,033,222 and \$11,711,110.

28 ///

(b) Wage Statement Penalties

On Plaintiff's claim for failure to provide accurate, itemized wage statements (Complaint, ¶¶ 32-34), Plaintiff may claim penalties in the amount of \$50 for the initial pay period, plus \$100 for each additional pay period, to a maximum of \$4,000 per employee, with a one-year limitation period. Cal. Lab. Code § 226(e); Cal. Code Civ. Proc. § 340(a). There were at least 575 members of the Putative Class employed by Defendant and/or Prime Flight – OH, for a full year prior to the date of the filing of the Complaint on June 22, 2017, and such persons were paid bi-weekly. During such time period, there have been at least thirty (30) bi-weekly pay periods. As such, at least the following amount is put at issue by Plaintiff's wage statement claim: $575 \times [\$50 \text{ (initial pay period penalty)} + (\$100 \times 29 \text{ remaining pay periods})] = \underline{\$1,696,250}$.

(c) Waiting Time / Separation Pay Penalties

Plaintiff's claim for "waiting time" penalties alleges that Defendants failed to pay her and other members of the Putative Class all wages due upon separation of employment, resulting in a penalty of thirty (30) days' pay at the employees' daily rate of pay. Complaint, ¶¶ 35-40; Cal. Lab. Code § 203. This claim has a three-year limitation period. *Pineda v. Bank of America*, 50 Cal.4th 1389, 1392-1402 (2010). The "daily rate of pay" is the employees' typical number of hours worked per day, multiplied by the hourly rate, in this case on average 8 hours x \$16.25 or \$130. See Cal. Lab. Code § 203. At least approximately one hundred fifty (150) members of the Putative Class separated from employment with Defendant during the time period since it commenced operations in California on or about November 10, 2017 to the present. Thus, the amount put at issue by this claim is $\$130 \times 150 \times 30 = \underline{\$585,000}$. Additionally, the Prime Flight – OH Removal Notice shows that there is an additional amount of approximately \$1,614,164.60 in controversy on this claim (conservatively reducing their figure of \$2,017,707 by 20% to account for the fact that the limitation period in the other action runs back from October 30, 2017 and not June 22, 2018). See Prime Flight – OH Removal Notice, at 9:18-10:8 & Czechowski Decl., ¶ 7. Accordingly, the amount in controversy on this claim is \$2,199,164.60.

1 (d) As such, the total amount put at issue by Plaintiff's claims, without
2 counting for his unpaid wage/overtime claim, or attorney fees, is between \$8,928,636.60
3 (\$5,033,222 + \$1,696,250 + \$2,199,164.60) and \$15,606,524.60 (\$11,711,110 + \$1,696,250 +
4 \$2,199,164.60). It is well-settled that in determining whether a complaint meets the amount in
5 controversy requirement, the Court should consider attorneys' fees. *Missouri State Life Ins. Co.*
6 *v. Jones*, 290 U.S. 199, 200-202 (1933) (attorneys' fees may be taken into account to determine
7 jurisdictional amount where statute authorizes prevailing party attorney fees); *See* Cal. Lab.
8 Code §§ 218.5, 226(e)(1) (providing for attorney fees for a prevailing plaintiff on claims for
9 wages in improper wage statements); Complaint, at page 10 (Prayer for Relief, item 8, seeking
10 attorney fees). If an award of attorneys' fees of 25% (a generally accepted standard in cases
11 such as this one) is added to the above, the total would equal between \$11,160,795.80
12 (\$8,928,636.60 x 1.25) and \$19,508,155.80 (\$15,010,524.60 x 1.25).

13 19. By removing this matter, Defendant does not waive and, to the contrary,
14 reserves, any rights it may have including, without limitation, all available arguments and
15 defenses, including the right to move to compel Plaintiff's claims to arbitration. "The amount
16 in controversy is simply an estimate of the total amount in dispute, not a prospective
17 assessment of defendant's liability." *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th
18 Cir. 2010).

19 **IV. NOTICE, SERVICE, AND OTHER REQUIREMENTS ARE MET**

20 20. "Doe" defendants 1 through 20 are fictitious. Pursuant to 28 U.S.C. § 1441(a),
21 the citizenship of Defendants sued under fictitious names must be disregarded for the purposes
22 of determining diversity jurisdiction and cannot destroy the diversity of citizenship between the
23 parties in this action. *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-91 (9th Cir. 1998).

24 21. As required by 28 U.S.C. §1446(b), this Notice was filed within 30 days after
25 Defendant was first served with a copy of Plaintiff's Summons and Complaint.

26 22. In accordance with 28 U.S.C. §1446(d), Defendant will promptly provide notice
27 of this removal to Plaintiff through his attorneys of record, and Defendant will promptly file a
28 copy of this Notice of Removal with the Superior Court of the State of California, in and for the

1 County of Sacramento.

2 23. In the event this Court has a question regarding the propriety of this Notice of
3 Removal, Defendant requests that it issue an Order to Show Cause so that it may have an
4 opportunity to more fully brief the basis for this removal, and to produce supporting evidence.

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6 Dated: August 27, 2018

Respectfully submitted,

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FISHER & PHILLIPS LLP

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By: /s/ Christopher M. Ahearn
COLLIN D. COOK
CHRISTOPHER M. AHEARN
Attorneys For Defendant
PRIMEFLIGHT AVIATION SERVICES,
INC. WHICH WILL DO BUSINESS IN
CALIFORNIA AS PRIMEFLIGHT OF DE,
INC.

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Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT A (State Court Complaint)

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6 Attorney for Plaintiff,
 Herta Guadalupe Kuhn, on behalf of herself and all others similarly situated, and on behalf of
 7 the general public

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF SACRAMENTO**

10 HERTA GUADALUPE KUHN, on behalf of
 herself and all others similarly situated, and
 11 on behalf of the general public,

12 Plaintiff,

13 vs.

14 PRIMEFLIGHT AVIATION SERVICES,
 INC. WHICH WILL DO BUSINESS IN
 15 CALIFORNIA AS PRIMEFLIGHT OF DE,
 INC., a Delaware Corporation, PRIME
 16 FLIGHT AVIATION SERVICES, INC, a
 17 Ohio Corporation and DOES 1 through 10,
 inclusive,

18 Defendants.
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CASE NO.

**CLASS AND REPRESENTATIVE
 ACTION COMPLAINT FOR:**

1. **FAILURE TO PROVIDE MEAL AND REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 AND 558)**
2. **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e));**
3. **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
4. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200;**
5. **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, § 226(a)(c), §§ 201-203**

DEMAND FOR JURY TRIAL

1 PLAINTIFF, Herta Guadalupe Kuhn ("Plaintiff"), on behalf of herself and other "aggrieved
2 employees" complains of Defendants as follows:

3 I. INTRODUCTION

4 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382
5 on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by,
6 PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO BUSINESS IN CALIFORNIA
7 AS PRIMEFLIGHT OF DE, INC.; PRIME FLIGHT AVIATION SERVICES, INC. and any
8 subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants") within
9 California.

10 2. For at least four (4) years prior to the filing of this action and continuing to the
11 present (the "liability period"), Defendants have had a consistent policy of failing to pay all final
12 wages due at termination or within seventy-two (72) hours after separation to all employees in
13 California, and failing to provide employees with accurately itemized wage statements. Defendant
14 further failed to provide Plaintiff and the class with the wage statements in compliance with Labor
15 Code § 226(a).

16 3. Plaintiff, on behalf of herself and all proposed Plaintiff Class members (specifically,
17 the "California Class" as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512
18 and 558, Labor § 226(a)(e), Labor Code § 201-203.

19 4. Plaintiff, on behalf of herself and all proposed Plaintiff Class members pursuant to
20 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
21 disgorgement of all benefits Defendants enjoyed from their failure to pay wages.

22 5. Venue as to each Defendants is proper in this judicial district, pursuant to Code
23 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
24 alleged herein took place in Sacramento, California.

25 II. PARTIES

26 A. PLAINTIFF

27 6. Plaintiff Herta Guadalupe Kuhn is a resident of Sacramento, California. At all times
28 relevant herein, she was employed by Defendants in Sacramento County, California. Plaintiff was
employed by Defendants as a non-exempt, hourly employee in California, including in and around
the city of Sacramento, County of Sacramento. During Plaintiff's employment:

A. Plaintiff did not receive final wages upon separation.

1 B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time
2 penalties in accordance with Labor Code §§ 201-203.

3 C. Was required to work without meal and rest periods, nor compensation in lieu thereof, as
4 required by the Labor Code and relevant Wage Orders.

5 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
6 violation of Labor Code § 226(a).

7 **B. DEFENDANTS**

8 7. Defendants PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO
9 BUSINESS IN CALIFORNIA AS PRIMEFLIGHT OF DE, INC. is a Delaware Corporation doing
10 business in Sacramento, California; PRIME FLIGHT AVIATION SERVICES, INC. is a Ohio
11 Corporation doing business in Sacramento, California. It operates within the State of California.
12 Defendants employed Plaintiff and similarly situated employees within California. The violations
13 alleged herein arose in Sacramento, California.

14 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
16 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
17 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
18 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
19 seek leave of court to amend this Complaint to reflect the true names and capacities of the
20 Defendants designated hereinafter as DOES when such identities become known.

21 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
22 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
23 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
24 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
25 employer and/or joint employer of Plaintiff and the proposed Class.

26 **FACTUAL ALLEGATIONS**

27 10. Defendants willfully deny their California employees their meal and rest periods, and
28 fail to timely provide such, or compensation in lieu thereof, as required by Labor Code §§ 226.7, 512
and 558.

11. Defendants fail to properly itemize the wage statement of Plaintiff and members of
California Class, in violation of Labor Code §226(a).

1 12. Defendants also violate Labor Code §§ 201-203 pertaining to the waiting time
2 penalties as a result of Defendant's failure to pay Plaintiff and the aggrieved employees in a timely
3 manner.

4 13. Plaintiff and proposed California Class are covered by California Industrial Welfare
5 Commission Occupational Wage Order No. 7-2001.

6 **CLASS ACTION ALLEGATIONS**

7 14. Plaintiff brings this action on behalf of herself and all others similarly situated as a
8 Class Action pursuant to § 382 of the Code of Civil Procedure.

9 15. Plaintiff seeks to represent a class composed of and defined as follows:

10 **THE CALIFORNIA CLASS**

11 16. All current and former California employees of Defendants since the date
12 four (4) year prior to the filing of this complaint.

13 17. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to
14 amend or modify the class description with greater specificity or further division into
15 subclasses or limitation to particular issues.

16 18. This action has been brought and may properly be maintained as a class
17 action under the provisions of § 382 of the Code of Civil Procedure because there is a
18 well-defined community of interest in the litigation and the proposed Class is easily
19 ascertainable.

20 **A. NUMEROSITY**

21 19. The potential members of the proposed Class as defined are so numerous that joinder
22 of all the members of the proposed Class is impracticable. While the precise number of proposed
23 Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that
24 Defendants currently employ, and during the relevant time periods employed, over seventy-five (75)
25 Class members in the State of California.

26 20. Accounting for employee turnover during the relevant periods necessarily increases
27 this number substantially. Plaintiff alleges that Defendants' employment records would provide
28 information as to the number and location of all proposed Plaintiff Class members. Joinder of all
members of the proposed Class is not practicable.

B. COMMONALITY

21. There are questions of law and fact common to the proposed Class that predominate

1 over any questions affecting only individual Class members. These common questions of law and
2 fact include, without limitation, whether Defendants failed to provide members of the Class with
3 wage statements that fully and accurately itemize the requirements set forth in Labor Code §226(a),
4 accurate final wages, and final wages on the day of termination and or within seventy-two (72) hours
of separation and whether the meal and rest periods were timely made available.

5 **C. TYPICALITY**

6 22. The claims of the named Plaintiff are typical of the claims of the proposed Class.
7 Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and
8 caused by Defendants' common course of conduct in violation of laws, regulations that have the
force and effect of law, and statutes as alleged herein.

9 **D. ADEQUACY OF REPRESENTATION**

10 23. Plaintiff will fairly and adequately represent and protect the interests of the members
11 of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating
12 large employment class actions.

13 **E. SUPERIORITY OF CLASS ACTION**

14 24. A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not
16 practicable, and questions of law and fact common to the proposed Class predominate over any
17 questions affecting only individual members of the proposed Class. Each member of the proposed
18 Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with
Labor Code 226(a).

19 25. Class action treatment will allow those similarly situated persons to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
22 action that would preclude its maintenance as a class action.

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL AND REST PERIODS OR COMPENSATION IN LIEU
26 THEREOF (LABOR CODE §§ 226.7, 512 and 558)**

27 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
28 forth herein.

1 27. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly
2 provide one or more meal and rest periods as set forth in the IWC Wage Orders and Labor Code §§
226.7, 512 and 558.

3 28. Defendants have failed to provide Plaintiff one or more meal and rest periods during
4 her employment. Defendant has failed to compensate her at the rate of one hour or pay at their
5 regular rate of pay for each day on which one or meal and rest periods were not provided.

6 29. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal
7 and rest period compensations, which she was owed since she commenced to work for Defendant,
8 according to proof.

9 30. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
prejudgment interest.

10 31. Wherefore, Plaintiff seeks to represent request relief as described below.

11 **SECOND CAUSE OF ACTION**

12 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
13 **EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e))**

14 32. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
15 forth herein.

16 33. Section 226(a) of the California Labor Code requires Defendants to provide wage
17 statements to employees. In those wage statements, Defendants must accurately set forth, among
18 other things, the total gross and net wages earned, and all hourly rates in effect, for Plaintiff.
19 Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

20 34. The wage statements provided to Plaintiff and members of the Class fail to accurately
21 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for
22 Plaintiff. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff
has suffered injury as a result of the receipt of defective wage statements, thereby entitling them to
penalties pursuant to Labor Code § 226(e).

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THIRD CAUSE OF ACTION

**FAILURE TO PAY WAGES DUE AT THE TIME OF DISCHARGE IN VIOLATION
OF LABOR CODE §§ 201-202, RESULTING IN SECTION 203 WAGES AND
PENALTIES (WAITING TIME PENALTIES)**

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4 35. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
5 fully set forth herein.

6 36. At all times material herein, the California Labor Code Sections 201, 202, and
7 203 were in effect and binding on Defendant.

8 37. California Labor Code § 202 requires employers to pay employees all wages due
9 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
10 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately." California Labor Code § 203 provides that if an
12 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
13 pay the subject employee's wages until the back wages are paid in full or an action is
14 commenced. The penalty cannot exceed 30 days of wages.

15 38. Plaintiff was entitled to compensation for unpaid wages, but to date has not
16 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to
17 Plaintiff at the time of her separation of employment from Defendant's. Thus, since Defendant
18 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of her separation of
19 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore
20 entitled to wages and penalties pursuant to Labor Code Section 203.

21 39. More than 30 days have passed since Plaintiff's employment ended with
22 Defendant.

23 40. As a consequence of Defendant's willful conduct in not paying wages owed to
24 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
25 Defendant's failure to timely pay legal wages, together with attorney's fees and cost of suit,
26 and interest pursuant to California Labor Code Section 218.5.

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FOURTH CAUSE OF ACTION

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS

CODE § 17200

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3 41. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
4 forth herein.

5 42. This is a Class Action for Unfair Business Practices. Plaintiff Herta Guadalupe
6 Kuhn, on her own behalf and on behalf of the general public, and on behalf of others similarly
7 situated, brings this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of
8 all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
9 harmful to Plaintiff, the general public, and the proposed Class. Plaintiff seeks to enforce important
rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

10 43. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204,
11 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
12 appropriate equitable relief.

13 44. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business
14 practices.

15 45. Defendants have violated statutes and public policies. Through the conduct alleged in
16 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
17 violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair
18 business practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff,
19 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
guaranteed to all employees under law.

20 46. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
21 § 17200 et. seq. of the *Business & Professions Code*.

22 47. As a proximate result of the above mentioned acts of Defendants, Plaintiff and others
similarly situated have been damaged in a sum as may be proven.

23 48. Unless restrained by this Court, Defendants will continue to engage in the unlawful
24 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such
25 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
26 or employment, by Defendants, their agents, or employees, of any unlawful or deceptive practice
27 prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of

1 profits which may be necessary to restore Plaintiff and the proposed Plaintiff Class members to the
2 money Defendants have unlawfully failed to pay.

3 **FIFTH CAUSE OF ACTION**

4 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
5 **LABOR CODE § 226.7, 512 and 558, § 226(a)(e), §§ 201-203**

6 49. Plaintiff incorporates paragraphs 1 through 48 of this Complaint as though fully set
7 forth herein.

8 50. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §§
9 2698 *et seq.* because of Defendants' violation of Labor Code § 226.7, 512 and 558, Labor Code §
10 226(a)(e), Labor Code §§ 201-203.

11 51. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
12 in an amount to be shown at the time of trial subject to the following formula:

- 13 a. With respect to the violation of Labor Code § 2699(f) for violations of
14 Labor Code § 226.7, 512 and 558, § 226(a)(e), §§ 201-203, \$100 for the
15 initial violation per employee per pay period and \$200 for each
16 subsequent violation per employee per pay period.

17 52. These penalties will be allocated 75% to the Labor Workforce Development Agency,
18 and 25% to the affected employees.

19 53. On March 20, 2018, Plaintiff sent a letter, by certified mail, return receipt requested,
20 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
21 Defendants, as prescribed by Labor Code § 2698 *et seq.* (Exhibit "A"). Pursuant to Labor Code §
22 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
23 days of March 20, 2018. Plaintiff may therefore commence this action to seek penalties pursuant to
24 Labor Code § 2698 *et seq.*

25 54. Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief
26 as described herein.

27 **RELIEF REQUESTED**

28 WHEREFORE, Plaintiff prays for the following relief:

1. For penalties pursuant to Labor Code § 203 for all members of the California class
who are no longer employed by Defendants, equal to their daily wage multiplied by thirty (30) days;
2. For penalties pursuant to *Labor Code* §§ 226(e) for members of the Class;

1 3. Penalties pursuant to Labor Code § 2698 et seq. for violations of the Labor Code
2 Sections as described above.

3 4. An order enjoining Defendants and their agents, servants, and employees, and all
4 personas acting under, in concert with, or for them from failing to accurately itemize their wage
5 statements, from filing to timely compensate them in accordance with Labor Code §§201 and 203,
6 and from failing to pay all wages due;

7 5. For restitution for unfair competition pursuant to Business and Professions Code §
8 17200 et seq., including disgorgement of profits, in an amount as may be proven;

9 6. An award of prejudgment and post-judgment interest;

10 7. An award providing for payment of costs of suit;

11 8. An award of attorneys' fees; and

12 9. Such other and further relief as this Court may deem just and proper.

13 Dated: June 18, 2018

OTKUPMAN LAW FIRM,
A Law Corporation

14 By: 

15 ROMAN OTKUPMAN
16 MEGHAN MAERTZ
17 Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: June 18, 2018

OTKUPMAN LAW FIRM,
A Law Corporation

By:



ROMAN OTKUPMAN
MEGHAN MAERTZ
Attorneys for Plaintiff

EXHIBIT "A"

OTKUPMAN LAW FIRM, A LAW CORPORATION

28632 Roadside Drive, Suite 203

Agoura Hills, CA 91301

Tel.: 818-293-5623

Fax: 888-850-1310

March 20, 2018

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

PrimeFlight Aviation Services, Inc. DBA

PrimeFlight of De, Inc.

Three Sugar Creek Center, Suite 450

Sugar Land, TX 77479

Defendant certified mail # 7016 3560 0000 1041 3973

PrimeFlight Aviation Services, Inc.

7135 Charlotte Pike Ste 100

Nashville, TN 37209

Defendant certified mail # 7016 3560 0000 1041 3966

VIA CERTIFIED MAIL

Agent for Service of Process

Vivian Imperial

818 W Seventh St Ste 930

Los Angeles, CA 90017

Agent certified mail # 7016 3560 0000 1041 3935

Re: *Kuhn v. PrimeFlight Aviation Services, Inc. DBA PrimeFlight of De, Inc.; PrimeFlight Aviation Services, Inc. – Labor Code Violations of PrimeFlight Aviation Services, Inc. DBA PrimeFlight of De, Inc.; PrimeFlight Aviation Services, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act*

Dear Sir or Madam:

This office represents Herta Guadalupe Kuhn, a former California employee of PrimeFlight Aviation Services, Inc. DBA PrimeFlight of De, Inc.; PrimeFlight Aviation Services, Inc. ("Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Labor & Workforce Development Agency
PrimeFlight Aviation Services, Inc. DBA PrimeFlight of De, Inc.
PrimeFlight Aviation Services, Inc.
March 20, 2018
Page 2

Our client worked for Defendants in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and all other of its California employees.

Defendants failed to pay premium wages to our client and its non-exempt California employees who were denied meal and rest breaks, in violation of Labor Codes §§ 226.7, 512, 558, and IWC Order No. 5-2001, Section 12. Our client and all other non-exempt California employees were routinely unable, and not authorized, to take a 10-minute rest break. Moreover, they were not paid premium wages of one hour's pay for each missed rest break. This violates Labor Code §§ 226.7 and 558. Our client and all other non-exempt California employees were also routinely unable to take uninterrupted thirty (30) minute lunch break for every shift which they worked. However, they were not paid premium wages of one hour's pay for each missed meal period, in violation of Labor Code §§ 226.7, 512, and 558.

Defendants failed to issue our client and all other California employees accurately itemized wage statements. As Defendants failed to compensate our client and other non-exempt California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

Our client further alleges that Defendants paid her and other of its non-exempt California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

We invite Defendants or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM



ROMAN OTKUPMAN

Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT B (Summons)

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Primeflight Aviation Services, Inc. which will do business in California as Primeflight of DE, Inc., a Delaware Corporation, Prime Flight Aviation Services, Inc., a Delaware Corporation and other entities through its agents.
**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

HERTA GUADALUPE KUHN, on behalf of herself and all others similarly situated, and on behalf of the general public

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED/ENDORSED

JUL 10 2018

By: C. Freeman
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos oxentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desahuciar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Sacramento**
720 9th Street
Sacramento, CA 95814

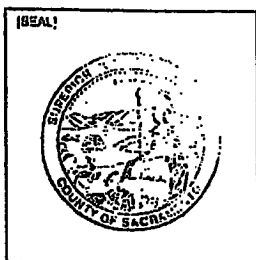
CASE NUMBER:
(Número del Caso): **34-2018-002355916**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roman Oikupman & Meghan Maertz: 28632 Roadside Dr, Suite 203 Agoura Hills, CA 91301: (818)293-5623

DATE: **JUL 10 2018**
(Fecha)

Clerk, by C. FREEMAN, Deputy
(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): **Primeflight Aviation Services, Inc. which will do business in California as Prime Flight of DE, a Delaware Corporation**
under: CCP 416.10 (corporation) CCP 418.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT C (Civil Cover Sheet)

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman (CSBN: 249423) & Nidah Farishla (CSBN: 312360) Otkupman Law Firm, ALC 28632 Roadside Dr. Suite 203 Agoura Hills, CA 91301 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 ATTORNEY FOR (Name): Herta Gaudalupe Kuhn	FOR COURT USE ONLY <div style="border: 2px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">FILED/ENDORSED</div> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">JUN 22 2018</div> By: <u>J. Mora</u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse	CASE NAME: Kuhn v. Primeflight Aviation Services, Inc., et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">34-2018-00235596</div> JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (38) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (38)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **Five (5)**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **June 19, 2018**

Roman Otkupman

(TYPE OR PRINT NAME)

[Handwritten Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rules.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT D (Notice of CMC)

<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth STREET MAILING ADDRESS: 720 Ninth STREET CITY AND ZIP CODE: Sacramento, CA 95814-1311 BRANCH NAME: Gordon D Schabar Courthouse PHONE NUMBER: (916) 874-5522</p>	<p>FOR COURT USE ONLY</p>
<p>SHORT TITLE: Kuhn vs. Primeflight Aviation Services Inc</p>	
<p>NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO APPEAR</p>	<p>CASE NUMBER: 34-2018-00235596-CU-OE-GDS</p>

Hearing Date

The above entitled action has been set for a case management conference at 08:30 AM on 12/27/2018 in Department 39 in accordance with California Rules of Court 212. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements

- Prior to the filing of the case management statement, the parties should have done the following:
- Served all parties named in the complaint within 60 days after the summons has been issued
 - Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
 - Met and conferred with all parties as required by CRC 212 (f) to discuss and resolve issues set forth therein.

Tentative Ruling

Following its review of the case management statement(s), the court may determine that a case management conference is not necessary. To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Thursday calendar by accessing the court's internet website at www.saccourt.ca.gov

Case Management Orders

At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Case Management Notice

Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Certification Filed in Lieu of Case Management Statement

If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

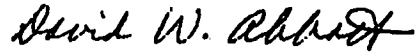
Compliance

Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances

Case management conference will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 06/26/2018



David W. Abbott
David W. Abbott, Judge of the Superior Court

Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT E (Prime Flight – OH Removal Notice)

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PRIMEFLIGHT AVIATION SERVICES, INC.

8

9

UNITED STATES DISTRICT COURT

10

NORTHERN DISTRICT OF CALIFORNIA

11

12 EDGARDO DONES, ROMEO VITE,
EMMANUEL BERJAMIN, on behalf of
13 themselves, others similarly situated, and the
general public,

14

Plaintiffs,

15

vs.

16

17 PRIMEFLIGHT AVIATION SERVICES, INC.,
and DOES 1-25,

18

Defendants.

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28

Case No.

**NOTICE OF REMOVAL OF CIVIL
ACTION UNDER 28 U.S.C. §§ 1332, 1441,
1446, AND 1453 BY DEFENDANT
PRIMEFLIGHT AVIATION SERVICES,
INC.**

CLASS ACTION

Action Filed: October 30, 2017
Trial Date: None Set

Case No.

NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. §§ 1332, 1441, 1446, AND 1453 BY
DEFENDANT PRIMEFLIGHT AVIATION SERVICES, INC.

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN**
2 **DISTRICT OF CALIFORNIA, PLAINTIFFS, AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that Defendant PRIMEFLIGHT AVIATION SERVICES, INC.
4 (“Defendant” or “PrimeFlight”), through the undersigned counsel, hereby removes the above-
5 captioned action, filed by Plaintiffs Edgardo Dones, Romeo Vite and Emmanuel Berjamin
6 (collectively “Plaintiffs”), from the Superior Court of the State of California for the County of San
7 Francisco, to the United States District Court, Northern District of California, San
8 Francisco/Oakland Division, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, on the
9 following grounds:

10 **THE STATE COURT ACTION**

11 1. On or about October 30, 2017, Plaintiffs filed their unverified Class Action
12 Complaint (“Complaint”) in the Superior Court of the State of California, County of San
13 Francisco, entitled “Edgardo Dones, Romeo Vite, Emmanuel Berjamin, on behalf of themselves,
14 others similarly situated, and the general public, *Dones et al. v. PrimeFlight Aviation Services,*
15 *Inc.*, and DOES 1-25, Defendants,” Case No. CGC-17-532193.

16 2. Plaintiffs served PrimeFlight’s registered agents for service of process with the
17 Summons and Complaint, Civil Case Cover Sheet, Alternative Dispute Resolution (“ADR”)
18 Program Information Package, and Notice of Case Management Conference and Order on or
19 about February 6, 2018. The Complaint asserts claims for: (1) Unpaid Wages (Lab. Code §§
20 1194, 1194.2, and Wage Order #9); (2) Unpaid Overtime Compensation (Wage Order #9 and Lab.
21 Code §§ 500, 510, and 1194); (3) Failure to Pay Compensation for Missed & Improper Meal
22 Periods (Lab. Code §226.7 and Wage Order #9); (4) Failure to Pay Compensation for Missed &
23 Improper Rest Periods (Lab. Code §226.7(a) and Wage Order #9); (5) Failure to Issue Accurate
24 Wage Statements (Lab. Code § 226(a) and Wage Order #9); (6) Waiting Time Penalties (Lab.
25 Code §§ 201-203); and (7) Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.). A true and
26 correct copy of the Summons and Complaint that was served on PrimeFlight is attached hereto as
27 Exhibit “A.”

28 3. On March 7, 2018, Defendant timely filed its Answer in the San Francisco County

1 Superior Court. True and correct copies of Defendant’s Answer to the Complaint are attached
2 hereto as Exhibit “B”. Defendant believes Exhibits A and B constitute the entire case file in San
3 Francisco County Superior Court related to this action. The case was timely removed pursuant to
4 28 U.S.C. § 1446 (b)(2)(B).

5 **THE FEDERAL COURT’S JURISDICTION AND REMOVABILITY PURSUANT TO THE**
6 **CLASS ACTION FAIRNESS ACT**

7 4. The action was pending in the San Francisco County Superior Court, which is in the
8 territory of the United States District Court for the Northern District of California.

9 5. On February 18, 2005, the Class Action Fairness Act of 2005 (“the Act”) was
10 enacted. In relevant part, the Act grants federal district courts original jurisdiction over civil class
11 action lawsuits filed under federal or state law in which any member of a class of plaintiffs is a
12 citizen of a state different from any defendant, and where the matter in controversy exceeds the
13 sum or value of \$5 million, exclusive of interests and costs. 28 U.S.C. § 1332(d)(2). The Act
14 authorizes removal of such actions in accordance with 28 U.S.C. § 1446. While there are a
15 number of exceptions to this rule of original jurisdiction contained in amended 28 U.S.C. §§
16 1332(d)(3)-(5), none of them is applicable here.

17 6. In its recent decision in *Dart Cherokee Basin Operating Co. v. Owens*, 132 S. Ct.
18 547 (2014), the U.S. Supreme Court provided significant clarification to the standards applicable
19 to notices of removal in CAFA cases, establishing a much more liberal standard in favor of
20 removing defendants. The *Dart Cherokee* Court held that a removal must only contain “a short
21 and plain statement of the grounds for removal.” *Id.* at 553 (quoting 28 U.S.C. § 1446(a)). The
22 Court noted that this same language is used for the pleading standard in Rule 8(a) of the Federal
23 Rules of Civil Procedure. *Id.* The use of this language in the removal statute was intentional—
24 clearly indicating that courts should apply the same liberal pleading standards to notices of
25 removal as they should to plaintiffs’ complaints and other pleadings. *Id.* The Court further held
26 that a removing defendant need not submit evidence with its pleading to establish that the
27 elements of federal subject matter jurisdiction are met. *Id.* at 552-53. Only if the court or another
28 party challenges jurisdiction should the court require a removing defendant to prove, under the

1 applicable “preponderance” standard, that the jurisdictional requirements are met. *Id.* at 553-54.
2 The Court summarized its holding as follows: “[i]n sum, as specified in § 1446(a), a defendant’s
3 notice of removal need include only a plausible allegation that the amount in controversy exceeds
4 the jurisdictional threshold. Evidence establishing the amount is required by § 1446(c)(2)(B) only
5 when the plaintiff contests, or the court questions, the defendant’s allegation.” *Id.* at 554. Also,
6 there is no “presumption against removal” in CAFA cases because CAFA was specifically enacted
7 by Congress “to facilitate adjudication of certain class actions in federal court.” *Id.*

8 7. This Court has original jurisdiction under 28 U.S.C. § 1332(d) of the Act, in that it
9 is a civil action filed as a class action wherein the matter in controversy exceeds the sum of \$5
10 million, exclusive of interests and costs, and at least one member (if not all) of the alleged class of
11 plaintiffs is a citizen of a state different from defendant.

12 **THE PUTATIVE CLASS COMPRISES MORE THAN 100 MEMBERS**

13 8. This action was initially brought pursuant to California Code of Civil Procedure
14 section 382 on behalf of a putative class with an aggregate potential membership of excess of 500
15 individuals. (Complaint, ¶ 11.) Plaintiffs seek to bring this action on behalf of “[a]ll current and
16 former hourly or non-exempt employees of DEFENDANTS who worked in the State of California
17 at any time from four years preceding the date of filing of this action through the entry of final
18 judgment in this action” (Complaint, p. 3.). Therefore, this action is a class action pursuant to 28
19 U.S.C. § 1332(d).

20 **MINIMAL DIVERSITY EXISTS BETWEEN THE PARTIES**

21 9. Section 1453(b) of the Act provides: “A class action may be removed to a district
22 court of the United States in accordance with section 1446 (except that the 1-year limitation under
23 section 1446(b) shall not apply), without regard to whether a defendant is a citizen of the State in
24 which the action is brought, except that such action may be removed by any defendant without the
25 consent of all defendants.” The Act’s diversity requirement is satisfied when at least one plaintiff
26 is a citizen of a state in which none of the defendants is a citizen, when one plaintiff is a citizen of
27 a foreign state and one defendant is a U.S. citizen, or when one plaintiff is a U.S. citizen and one
28 defendant is a citizen of a foreign state. 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), 1453(a); *see*,

1 e.g., *Rodgers v. Central Locating Serv., Ltd.*, 412 F. Supp. 2d 1171, 1174-79 (W.D. Wa. 2006).

2 10. Defendant is informed and believes that Plaintiffs were, at the time of the filing of
3 this action, and still are, residents of the State of California. Members of the putative class, who
4 are or were employed in California, are presumed to be primarily citizens of the State of
5 California. For diversity purposes, a person is a “citizen” of the state in which he is domiciled.
6 *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983).

7 11. Defendant was, at the time of filing of the state court action, and remains
8 incorporated in the State of Tennessee, and its principal place of business is located in the State of
9 Tennessee, in Nashville, Tennessee, where its corporate headquarters are located and where its
10 high-level corporate officers, who are responsible for the direction, control, and coordination of
11 the activities of Defendant, are located. Pursuant to 28 U.S.C. § 1332(c), “a corporation shall be
12 deemed to be a citizen of any State by which it has been incorporated and of the State where it has
13 its principal place of business.” Defendant does business in a number of states and does not
14 conduct the substantial predominance of its business in any single state. For the purposes of
15 federal diversity jurisdiction, Defendant is a citizen of the State of Tennessee. As such, Defendant
16 is not a citizen of the State of California for diversity purposes. *See Indus. Tectonics, Inc. v. Aero*
17 *Alloy*, 912 F.2d 1090, 1093 (9th Cir. 1990) (providing that where a corporation does business in a
18 number of states and does not conduct the substantial predominance of its business in any single
19 one, the state where corporate headquarters is located is the corporation’s principal place of
20 business; where a corporation does conduct a substantial predominance of its business in one state,
21 that state is the principal place of business); *see also Hertz Corp. v. Friend*, 130 S. Ct. 1181 (2010)
22 (in determining the principal place of business of a corporation for purposes of diversity
23 jurisdiction, the “‘principal place of business’ [as contained in § 1332(c)] is best read as referring
24 to the place where a corporation’s officers direct, control, and coordinate the corporation’s
25 activities.”).

26 12. Based on the foregoing, diversity is established because Plaintiffs are citizens of
27 California, and Defendant is a citizen of Tennessee.

28 13. Removal and Intradistrict Assignment to the San Francisco division of this Court is

1 thus proper because the alleged actions and inactions allegedly occurred at San Francisco
2 International Airport. (Complaint, ¶ 3.)

3 **THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION**

4 14. The Class Action Fairness Act, 28 U.S.C. § 1332(d) authorizes the removal of class
5 action cases in which, among other factors mentioned above, the amount in controversy for all
6 class members exceeds \$5 million. Plaintiffs' Complaint is silent as to the total amount of
7 monetary relief sought. However, the failure of the operative complaint to specify the total
8 amount of monetary relief sought by Plaintiffs does not deprive this Court of jurisdiction. *See*
9 *White v. J.C. Penny Life Ins. Co.*, 861 F. Supp. 25, 26 (S.D. W. Va. 1994) (observing that
10 defendant may remove suit to federal court notwithstanding the failure of plaintiff to plead a
11 specific dollar amount in controversy; if the rules were otherwise, "any Plaintiff could avoid
12 removal simply by declining . . . to place a specific dollar claim upon its claim."). Defendant need
13 only establish by a preponderance of the evidence that Plaintiffs' claim exceeds the jurisdictional
14 minimum. *See Rodriguez v. AT&T Mobility Servs., LLC*, 728 F.3d 975, 977 (9th Cir. 2013)
15 (citing *Standard Fire Ins. Co. v. Knowles*, 133 S. Ct. 1345 (2013)); *Sanchez v. Monumental Life*
16 *Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996); *Singer v. State Farm Mut. Auto Ins. Co.*, 116 F.3d
17 373, 376 (9th Cir. 1997); *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699 (9th Cir. 2007)
18 (in CAFA removal actions, where the amount in controversy is unclear from the face of the
19 complaint, defendant must produce underlying facts showing it is more likely than not that the
20 amount in controversy exceeds \$5 million).

21 15. While Defendant denies the validity of Plaintiffs' claims and requests for relief
22 thereon, the facial allegations in Plaintiffs' Complaint and their claimed damages are in excess of
23 the jurisdictional minimum. *See Rodriguez*, 728 F.3d at 977 (citing *Standard Fire Ins. Co. v.*
24 *Knowles*, 133 S. Ct. 1345 (2013)); *Lockett v. Delta Airlines, Inc.*, 171 F.3d 295, 298 (5th
25 Cir.1999) (finding that facts presented in notice of removal, combined with plaintiff's allegations,
26 sufficient to support finding of jurisdiction); *DeAguiilar v. Boeing Co.*, 47 F.3d 1404, 1412 (5th
27 Cir.1995) (stating that "defendant can show by a preponderance of the evidence that the amount in
28 controversy is greater than the jurisdictional amount"); *accord Gaus v. Miles, Inc.*, 980 F.2d 564,

1 566-67 (9th Cir. 1992); *White v. FCI USA, Inc.*, 319 F.3d 672, 674 (5th Cir.2003) (facially
 2 apparent from the lengthy list of damages, combined with a claim for attorney’s fees, that
 3 plaintiff’s claim exceeded the jurisdictional threshold).

4 16. In determining the amount in controversy for CAFA purposes, all potential damages
 5 based on the claims in the complaint, as well as attorney’s fees, are included. *See Guglielmino*,
 6 506 F.3d at 701 (unspecified attorney’s fees are appropriately counted toward the amount in
 7 controversy in CAFA removal actions); *Muniz v. Pilot Travel Centers LLC*, No. CIV. S-07-0325
 8 FCD EFB, 2007 WL 1302504, at *3 (E.D. Cal. May 1, 2007) (“In measuring the amount in
 9 controversy, a court must assume that the allegations of the complaint are true and that a jury will
 10 return a verdict for the plaintiffs on all claims made in the complaint.”). As set forth and
 11 described in more detail below, the amount in controversy is at least **\$5,632,347**, which satisfies
 12 CAFA’s jurisdictional prerequisite.

Summary of Estimated Amount in Controversy		
Claim	Date Range	Amount in Controversy
Missed Meal Breaks	10/30/2013 – 10/30/2017	\$989,300
Missed Rest Breaks	10/30/2013 – 10/30/2017	\$1,097,540
Wage Statement Penalties	10/30/2016 – 10/30/2017	\$1,527,800
Waiting Time Penalties	10/30/2014 – 10/30/2017	\$2,017,707
Total Potential Amount in Controversy:		\$5,632,347

23 17. This lawsuit arises from Plaintiffs’ employment at Defendant. In their Complaint,
 24 Plaintiffs claim that they and the other putative class members working in California received less
 25 than minimum wage, were not paid for all hours worked due to rounding¹, were not paid premium
 26 compensation for all overtime hours worked, were not provided compliant 30 minute meal

27 _____
 28 ¹ Plaintiffs did not provide sufficient factual allegations in their Complaint for Defendant to estimate the amount in controversy for hours that were worked but not paid due to alleged rounding.

1 periods, were not authorized or permitted to take 10 minute rest periods for every four hours
2 worked, or major fraction thereof, that PrimeFlight failed to properly itemize the number of hours
3 worked and the actual payment due, and PrimeFlight failed to timely pay compensation upon the
4 end of employment. (Complaint, ¶¶ 8-11.) Plaintiffs further claim that, as a result, they and other
5 putative class members are entitled to, among other things, compensatory and consequential
6 damages; unpaid minimum wages and overtime compensation owed for four years preceding the
7 filing of the complaint, plus interest; compensation for one hour at the regular rate of pay for each
8 meal and rest period denied; statutory damages; waiting time penalties; statutory penalties;
9 restitution; and attorneys' fees and costs. (Complaint, p. 13-14.) As discussed above, Plaintiffs
10 seek certification of a class that would include "[a]ll current and former hourly or non-exempt
11 employees of DEFENDANTS who worked in the State of California at any time from four years
12 preceding the date of filing of this action through the entry of final judgment in this action."
13 (Complaint, ¶ 3.)

14 18. Based on a preliminary review of human resources data for California-based hourly
15 paid and non-exempt employees who worked for PrimeFlight, there were 1,450 employees during
16 the putative class period from October 30, 2013 through the date the Complaint was filed.
17 (Declaration of Emil Czechowski in support of Defendant PrimeFlight Aviation Services, Inc.'s
18 Removal of Action ("Czechowski Decl."), ¶ 3.) Based on a preliminary review of employee
19 timekeeping data for California-based hourly paid and non-exempt employees who worked for
20 PrimeFlight during the putative class period from October 30, 2013 through the date the
21 Complaint was filed, there were 968 employees. (Czechowski Decl. ¶ 3.) Based on the
22 timekeeping data of PrimeFlight, in total, for the 968 employees for whom timekeeping records
23 were available, a total of 340,532 meal-eligible and 378,607 rest-eligible shifts were identified.
24 (Czechowski Decl. ¶ 4.)

25 19. Based upon (i) premiums for one hour at the regular rate of pay for each meal and
26 rest period denied; (ii) statutory damages; (iii) waiting time penalties; (iv) statutory penalties; and
27 (vi) attorneys' fees and costs (Complaint, p. 13-14) the associated potential amount in
28 controversy, as alleged and claimed by Plaintiffs is as follows:

1 **A. Failure to Pay Premiums for Missed & Improper Meal Periods**

2 20. Plaintiffs allege that PrimeFlight “often” failed and refused to provide Plaintiffs and
3 putative class members compliant 30 minute meal periods. (Complaint, ¶44.) Plaintiffs allege that
4 PrimeFlight lacks any established system to track break violations and pay the required break
5 penalty. (Complaint, ¶27.) Plaintiffs allege that, for example, sometimes PrimeFlight provided
6 Plaintiffs and putative class member with meal periods that were too late or at the very end of
7 shifts when employees are almost set to go home. (Complaint, ¶28.) PrimeFlight conservatively
8 assumes for the purpose of this calculation that only 20% of meal breaks had any violation and
9 20% of rest breaks had any violation. Based on this assumption, the putative class size, and an
10 average hourly wage rate of the putative class members, the amount in controversy for the meal
11 period premium pay for this claim is \$989,300.² (Czechowski, ¶5.)

12 **B. Failure to Pay Premiums for Missed & Improper Rest Periods**

13 21. Plaintiffs allege that PrimeFlight “often” failed and refused to authorize or permit
14 Plaintiffs and putative class members 10 minute rest periods for every four hours worked, or
15 major fraction thereof. (Complaint, ¶¶29, 49.) Plaintiffs allege that PrimeFlight lacks any
16 established system to track break violations and pay the required break penalty. (Complaint, ¶27.)
17 Plaintiffs allege that, for example, putative class members often skip rest periods entirely or
18 receive rest periods that are combined with their meal period. (Complaint, ¶29.) Additionally,
19 Plaintiffs allege that rest periods are often skipped entirely because of the workloads assigned to
20 putative class members and employees do not have enough time to take sufficient rest periods and
21 properly attend to their work duties. (Complaint, ¶30.) PrimeFlight conservatively assumes for
22 the purpose of this calculation that only 20% of meal breaks had any violation and 20% of rest
23 breaks had any violation.³ Based on this assumption, the putative class size, and an average hourly
24

25 ² This is the equivalent of one hour of pay per potential violation at the hourly rates listed.

26 ³ This assumption, used for both meal and rest break violations, results in a 10% violation rate out
27 of the days for which the putative class members worked. Nevertheless, there is authority that
28 provides that where a plaintiff does not allege facts specific to the circumstances of allegedly
missed meal and/or rest periods, the defendant may use a 100% violation rate in calculating the
amount in controversy. *See, e.g., Muniz v. Pilot Traveler Centers LLC*, No. CIV .S-07-0325, FCD
EFB, 2007 WL 1302504 (E.D. Cal. May 1, 2007) (citing and quoting *Caterpillar, Inc. v. Williams*,

1 wage rate of the putative class members, the amount in controversy for the meal period premium
2 pay for this claim is \$1,097,540.⁴ (Czechowski, ¶5.)

3 **C. Failure to Issue Accurate Wage Statements**

4 1. Labor Code section 226(e) provides for the greater of all actual damages or fifty dollars
5 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for
6 each subsequent pay period, up to a maximum of \$4,000 for each putative class member. The
7 applicable statute of limitations to recover penalties under California Labor Code section 226(e) is
8 one year. Cal. Code Civ. Proc. § 340(a). Plaintiffs filed the initial complaint in the instant action
9 on October 31, 2017. Accordingly, if the allegations in the Complaint, and Plaintiffs' legal
10 theories are correct, any individual employed by PrimeFlight in California on or after October 31,
11 2016 is entitled to penalties under Labor Code section 226(e). Given that there are a number of
12 claims in the Complaint that could potentially trigger a wage statement penalty, such as rounding
13 claims and minimum wage violations, assuming that any bi-weekly pay period from October 30,
14 2016 to the date the Complaint was filed would potentially trigger a penalty payment, the potential
15 amount in controversy due to alleged wage statement violations is \$1,527,800. (Czechowski Decl.
16 ¶ 6.)

17 **D. Waiting Time Penalties**

18 2. Plaintiffs claim waiting time penalties under Section 203 of the Labor Code. As set
19 forth in *Bolton v. U.S. Nursing Corp.*, No. C 12–04466 LB, 2012 WL 5269738, at *5 (N.D. Cal.
20 Oct. 23, 2012), an employer may establish the amount in controversy for a waiting time penalty
21 claim pursuant to California Labor Code section 203 by: (1) assessing a minimum hourly rate
22

23
24 482 U.S. 386, 392 (1987)) (“As these allegations reveal, plaintiff includes no fact-specific
25 allegations that would result in a putative class or violation rate that is discernibly smaller than
26 100%, used by defendant in its calculations. Plaintiff is the ‘master of [her] claim[s],’ and if she
27 wanted to avoid removal, she could have alleged facts specific to her claims which would narrow
28 the scope of the putative class or the damages sought.”). Here, although PrimeFlight has not
included the entire 100% violation rate that is allowable as estimations in support of removal—as
only 20% is sufficient to meet the amount in controversy—these amounts are clearly in controversy
and would further support jurisdiction under CAFA.

⁴ This is the equivalent of one hour of pay per potential violation at the hourly rates listed.

1 based on the regular rate applicable to the putative class; (2) multiplying the hourly rate by the
2 average hours worked per shift; (3) multiplying that number by the number of days in the waiting
3 period; and (4) multiplying that number by the number of terminated putative class members.
4 Given that there are a number of causes of action in the Complaint that could potentially trigger a
5 waiting time penalty, assuming that each terminated employee would have at least one instance
6 that would trigger the waiting time penalty and that there were 720 terminations on or after October
7 30, 2014 and on or before October 30, 2017, the total estimated potential exposure due to waiting
8 time penalties is \$2,017,707.⁵ (Czechowski Decl. ¶ 7.)

9 **E. Attorney's Fees**

10 22. In addition to the foregoing, Plaintiffs seek an award of attorney's fees and costs.
11 (Complaint, p. 14)) A realistic estimate of Plaintiffs' attorney's fees is 25% of the total recovery.
12 *See Muniz*, 2007 WL 1302504, at *4 n.8 (noting that "in California, where wage and hour class
13 actions have settled prior to trial for millions of dollars, it is not uncommon for an attorneys' fee
14 award to be in the realm of 25% to 30% of the settlement . . ."). Nevertheless, PrimeFlight does
15 not include an estimate of a 25% recovery for attorney's fees sought, despite the fact that this
16 amount would represent a considerable proportion of any recovery by Plaintiffs for damages and
17 penalties associated with his claims, which would clearly add significantly to the amount in
18 controversy for CAFA purposes.

19 23. Based on the allegations in the Complaint; the damages and penalties, exclusive of
20 attorney's fees sought by Plaintiffs; and the number of putative class members, as explained in
21 detail above, the amount in controversy is at least \$5,632,347, which satisfies CAFA's
22 jurisdictional prerequisite. Although PrimeFlight specifically denies Plaintiffs' claims and further
23 denies that Plaintiffs will recover the relief they seek, it is clear from the scope of the relief sought
24 that the amount in controversy arising from the relief Plaintiffs seek exceeds the \$5,000,000
25 jurisdictional threshold of 28 U.S.C. § 1332(d).

26
27 ⁵ The calculation for potential waiting time penalties for each termination occurring on or after
28 October 30, 2014 is as follows: (the lesser of 30 days or the number of days from the termination to
May 30, 2014) × the employees' last hourly base rate × average daily hours worked.

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SATISFACTION OF PROCEDURAL REQUIREMENTS

24. As required by 28 U.S.C. § 1446(b), the original Notice of Removal was filed within thirty (30) days after PrimeFlight was served with a copy of the Complaint.

25. As required by 28 U.S.C. § 1446(d), PrimeFlight provided notice of this Removal to Plaintiffs' counsel.

26. As required by 28 U.S.C. § 1446(d), a copy of the original Notice of Removal will be filed with the Superior Court of the State of California for the County of San Francisco.

27. In the event this Court has a question regarding the propriety of this Notice of Removal, PrimeFlight respectfully requests that the Court issue an Order to Show Cause so that PrimeFlight may have an opportunity to supplement a more detailed brief outlining the basis for this removal.

WHEREFORE, Defendant removes the above action to this Court.

DATED: February 8, 2018

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ Gregory C. Cheng
GREGORY C. CHENG
CAROLYN B. HALL
Attorneys for Defendant
PRIMEFLIGHT AVIATION SERVICES,
INC.

32964821.3

Herta Kuhn v. PrimeFlight Aviation Services, Inc., et al., U.S. Dist. Ct. (E.D. Cal.)
Case No. [Unassigned]

NOTICE OF REMOVAL OF ACTION TO U.S. DISTRICT COURT

EXHIBIT F (Czechowski Decl.)

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8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11

12 EDGARDO DONES, ROMEO VITE,
EMMANUEL BENJAMIN, on behalf of
13 themselves, others similarly situated, and the
general public,
14 Plaintiffs,
15 vs.
16 PRIMEFLIGHT AVIATION SERVICES, INC.,
17 and DOES 1-25,
18 Defendants.

Case No.

**DECLARATION OF EMIL
CZECHOWSKI, M.B.A. IN SUPPORT OF
DEFENDANT PRIMEFLIGHT AVIATION
SERVICES, INC.'S REMOVAL OF
ACTION**

Action Filed: October 30, 2017
Trial Date: None Set

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Case No.

DECLARATION OF EMIL CZECHOWSKI

I, Emil Czechowski, declare that I am making this declaration based on my own, first-hand knowledge (except as to matters declared on information and belief, of which I have been informed and do believe) and, if called upon to do so, could and would competently testify to the following:

I. SCOPE

1. I have been retained by Defendant PrimeFlight Aviation Services, Inc. (“PrimeFlight”) to review and analyze available timekeeping and human resources data related to Plaintiffs’ claims in the above-referenced lawsuit.

II. QUALIFICATIONS

2. I am a Director at Resolution Economics LLC, an economic consulting firm whose activities include performing economic and statistical analyses in connection with litigation matters. At Resolution Economics, I have provided consulting services in more than 100 class-action matters alleging wage and hour violations under FLSA and other state laws. In connection with this work, I have processed and analyzed complex databases, including human resources data related to class certification, merits and damages. I hold an M.B.A. from the UCLA Anderson School of Management and a B.A. degree in Economics and Political Science from Columbia University. I have been qualified as an expert witness in State Court. My resume is attached to this report as Attachment A. My hourly rate for services rendered is \$550, which is the rate I customarily charge for both consulting work and expert testimony.

III. ESTIMATED AMOUNT IN CONTROVERSY

A. Data Relied Upon

3. I was provided with and have reviewed human resources data for California-based hourly paid and non-exempt employees who worked for PrimeFlight during the putative class period from October 30, 2013 through the date the Complaint was filed. The data contains records for 1,450 employees and, among other things, contains their employee ID, hire date, termination date, rehire date (if any), last hourly rate, and job title. In addition, I was provided with employee timekeeping data for California-based hourly paid and non-exempt employees who worked for

1 PrimeFlight during the putative class period from October 30, 2013 through the date the Complaint
2 was filed. The data contained records for 968 employees¹.

3 **B. Meal and/or Rest Periods**

4 4. In order to calculate potential exposure due to allegedly noncompliant meal and/or
5 rest periods, first the number of meal and rest break-eligible shifts must be identified. From the
6 timekeeping data that was provided, I identified the number of meal-break eligible shifts (i.e., shifts
7 greater than 5 hours in duration) and rest-break eligible shifts (i.e., shifts greater than 3.5 hours in
8 duration) that each employee worked. In total, for the 968 employees for whom timekeeping
9 records were available, a total of 340,532 meal-eligible and 378,607 rest-eligible shifts were
10 identified.

11 5. Assuming that only 20% of meal breaks had any violation, the total potential
12 amount in controversy based upon the calculation of alleged meal break violations is \$989,300.²
13 Assuming that only 20% of rest breaks had any violation, the total potential amount in controversy
14 based upon the calculation of alleged rest break violations is \$1,097,540.³

15 **C. Wage Statement Penalties**

16 6. It is my understanding that California Labor Code Section 226(a) requires a written,
17 accurate itemized wage statement. The Labor Code states that an aggrieved employee “is entitled
18 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
19 a violation occurs and one hundred dollars (\$100) per employee for each violating in a subsequent
20 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000)”.⁴ Based on my
21

22 ¹ Timekeeping was available for approximately 968 employees based on employee ID; thus, any
23 estimates of potential meal and rest breaks would likely increase if the data for the remaining
hourly employees whose timekeeping data was not available were to be considered.

24 ² This is the equivalent of one hour of pay per potential violation at the hourly rates listed. For
purposes of this declaration, I have not estimated any potential interest owed.

25 ³ This is the equivalent of one hour of pay per potential violation at the hourly rates listed. For
26 purposes of this declaration, I have not estimated any potential interest owed.

27 ⁴ State of California Department of Labor Standards Enforcement Labor Code. It is my
28 understanding that Plaintiffs will likely argue that each pay period after an employee’s first pay
period during the relevant period qualifies as a “subsequent violation.” This is the methodology
under which the exposure was estimated.

1 understanding, the statutory penalty is limited to pay periods within one year of the Complaint
2 filing date.⁵ Given that there are a number of claims in the Complaint that could potentially
3 trigger a wage statement penalty, such as rounding claims and minimum wage violations, I assume
4 that any bi-weekly pay period from October 30, 2016 to the date the Complaint was filed would
5 potentially trigger a penalty payment. The potential amount in controversy due to alleged wage
6 statement violations is \$1,527,800.

7 **D. Waiting Time Penalties**

8 7. It is my understanding that California Labor Code Section 201-203 requires that
9 wages earned and unpaid at the time of discharge are due and payable immediately. The penalty
10 for violation of this Labor Code states under Section 203 that “an employee who is discharged or
11 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the
12 same rate until paid or until and action therefor is commenced; but the wages shall not continue for
13 more than 30 days.”⁶ Based on my understanding, the potential waiting time penalty exposure is
14 limited to terminations that occurred within three years of the Complaint filing date. Given that
15 there are a number of causes of action in the Complaint that could potentially trigger a waiting time
16 penalty, I assume that each terminated employee would have at least one instance that would
17 trigger the waiting time penalty. In this case, that includes the 720 terminations on or after October
18 30, 2014 and on or before October 30, 2017. The total estimated potential exposure due to waiting
19 time penalties is \$2,017,707.⁷

20 **E. Summary of Amount in Controversy Putative Class Members**

21 8. As shown in the table below, the total potential amount in controversy to just 20%
22 of meal breaks with violation, 20% of rest breaks with violations, and the associated wage
23 statement (§226) and waiting time (§203) penalties is \$5,632,347.

24 _____
25 ⁵ I understand that PrimeFlight hourly paid, non-exempt employees were paid bi-weekly.

26 ⁶ State of California Department of Labor Standards Enforcement Labor Code section 201-203, et
seq.

27 ⁷ The calculation for potential waiting time penalties for each termination occurring on or after
28 October 30, 2014 is as follows: (the lesser of 30 days or the number of days from the termination to
the present) × the employees’ last hourly base rate × average daily hours worked.

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Summary of Estimated Potential Exposure

Cause of Action	Date Range	Potential Exposure
Missed Meal Breaks	10/30/2013 – 10/30/2017	\$989,300
Missed Rest Breaks	10/30/2013 – 10/30/2017	\$1,097,540
Wage Statement Penalties	10/30/2016 – 10/30/2017	\$1,527,800
Waiting Time Penalties	10/30/2014 – 10/30/2017	\$2,017,707
Total Potential Estimated Exposure:		\$5,632,347

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed on March 8, 2018.

/s/ Emil Czechowski

EMIL CZECHOWSKI, M.B. A.

33261580.2

CIVIL COVER SHEET

Case 2:18-cv-02340-JAM-AC Document 1-7 Filed 08/27/18 Page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Herta Guadalupe Kuhn, on behalf of herself and all others similarly situated, and on behalf of the general public

(b) County of Residence of First Listed Plaintiff Sacramento (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Roman Otkupman & Meghan Maertz Otkupman Law Firm, A Law Corporation 28632 Roadside Dr., Suite 203 Agoura Hills, California 91301 -- (818) 293-5623

DEFENDANTS

PrimeFlight Aviation Services, Inc. which will do business in California as PrimeFlight of DE, Inc., a Delaware Corporation, Prime Flight Aviation Services, Inc, a Ohio Corporation and DOES 1 through 10, inclusive

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Christopher M. Ahearn & Collin D. Cook Fisher & Phillips, LLP 2050 Main St., Suite 1000 Irvine, California 92614 -- (949) 851-2424

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332(d), 1441, 1446, 1453

Brief description of cause:

Failure to provide meal and rest periods, wage statement violations, separation pay penalties, California UCL, PAGA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/27/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Christopher M. Ahearn

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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6 FISHER & PHILLIPS LLP
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8 Telephone: (949) 851-2424
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9 Attorneys for Defendant
10 PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO BUSINESS IN
CALIFORNIA AS PRIMEFLIGHT OF DE, INC.
11

12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA
14

15 HERTA GUADALUPE KUHN, on behalf
of herself and all others similarly situated,
16 and on behalf of the general public,

17 Plaintiff,

18 v.

19 PRIMEFLIGHT AVIATION SERVICES,
INC. WHICH WILL DO BUSINESS IN
20 CALIFORNIA AS PRIMEFLIGHT OF DE,
INC., a Delaware Corporation, PRIME
21 FLIGHT AVIATION SERVICES, INC., a
Ohio Corporation and DOES 1 through 10,
22 inclusive,

23 Defendants.
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Case No: 2:18-at-0135

**CORPORATE DISCLOSURE STATEMENT
PURSUANT TO FRCP 7.1**

[Originally California Superior Court
(Sacramento) Case No. 34-2018-00235596]

1 Defendant PRIMEFLIGHT AVIATION SERVICES, INC. WHICH WILL DO
2 BUSINESS IN CALIFORNIA AS PRIMEFLIGHT OF DE, INC. (hereinafter, "Defendant"),
3 by and through counsel, hereby submits this Corporate Disclosure Statement pursuant to Rule
4 7.1 of the Federal Rules of Civil Procedure.

5 Defendant's parent corporations are:

- 6 • PFAS, Inc.;
- 7 • PFAS Interco, Inc.; and
- 8 • PrimeFlight Aviation Services Holdings, L.P.

9 There is no publicly held corporation that owns 10% or more of Defendant's stock.

10 Dated: August 27, 2018

Respectfully submitted,

11 FISHER & PHILLIPS LLP

12
13 By: /s/ Christopher M. Ahearn
14 COLLIN D. COOK
15 CHRISTOPHER M. AHEARN
16 Attorneys For Defendant
17 PRIMEFLIGHT AVIATION SERVICES,
18 INC. WHICH WILL DO BUSINESS IN
19 CALIFORNIA AS PRIMEFLIGHT OF DE,
20 INC.
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Prime Flight Aviation Services Facing Lawsuit Over Allegedly Unpaid Wages](#)
