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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

DANIEL ESTRADA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALASKA AIRLINES, INC. AND DOES 1-
10, inclusive,

Defendants.

Case No. 25CV109449

CLASS ACTION

**FIRST AMENDED CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
COMPLAINT FOR VIOLATIONS OF THE
LABOR CODE AND UNFAIR COMPETITION**

FILED AS A MATTER OF RIGHT (CCP 472)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
02/13/2025

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

1 Plaintiff DANIEL ESTRADA, individually and on behalf of all others similarly situated, and
2 on behalf of the California Labor and Workforce Development Agency (“LWDA”), alleges as
3 follows against Defendant Alaksa Airlines, Inc. and DOES 1-10 (collectively, “Defendants”):

4 **INTRODUCTION**

5 1. This lawsuit challenges Defendants’ attendance control policy that systematically
6 penalizes flight attendants for taking paid sick leave in violation of California Labor Code section
7 233.

8 2. The purpose of Labor Code section 233 is to protect an employees’ ability to take
9 accrued and available sick leave without discipline. Notwithstanding this law, Defendants implement
10 an attendance control policy that penalizes flight attendants for taking sick leave. Their policy of
11 issuing disciplinary points for absences has forced some flight attendants to have to fight to keep
12 their jobs while incapacitated and left others little choice but to work on flights while sick to keep
13 their job, risking the health and safety of their coworkers and Defendants’ passengers and
14 undermining the employees’ own health.

15 3. Defendants’ policy presumes every flight attendant to be guilty of sick leave fraud
16 until proven innocent. This approach disparately impacts and penalizes flight attendants who, like
17 Plaintiff, contract illnesses through no fault of their own or who have preconditions. The cruel irony
18 of Defendants’ “no fault” attendance policies is that Defendants are faulting employees for taking
19 absences protected by law. Essential workers who keep our skies safe are being punished for
20 prioritizing their own health and the health and safety of their passengers. Accordingly, Plaintiff
21 brings suit to end this harmful corporate practice that treats workers’ health as an inconvenience
22 rather than a fundamental right.

23 **PARTIES**

24 4. Plaintiff DANIEL ESTRADA is an individual residing in California. Plaintiff worked
25 for Defendants as a flight attendant from June 2022 to June 2024. From approximately June 2023
26 and onward, Plaintiff was based out of California, first in San Francisco and then in Los Angeles.

27 5. Defendant ALASKA AIRLINES, INC. is an Alaska corporation that lists its principal
28 place of business with the California Secretary of State as Seattle, Washington. Alaska Airlines

1 operates out of 16 airports throughout California, including Oakland International Airport. Alaska
2 Airlines currently operates over 30 daily flights out of Oakland International Airport.

3 6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
4 DOES 1 through 10, inclusive, and therefore sues these defendants by such fictitious names pursuant
5 to Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege their true names
6 and capacities when ascertained. Each of the fictitiously named defendants is legally responsible in
7 some manner for the wrongs and injuries alleged herein.

8 7. Plaintiff is informed and believes, and on that basis alleges, that each of the
9 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, that
10 Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and
11 that the acts of each Defendant are legally attributable to the other Defendants. Furthermore,
12 Defendants acted in all respects as the employers or joint employers of the members of the class and
13 the aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or
14 working conditions of members of the class and the aggrieved employees, created and implemented
15 the policies and practices that governed the employment of the members of the class and the
16 aggrieved employees and dictated their job duties and responsibilities, or otherwise suffered or
17 permitted members of the class and the aggrieved employees to work, or engaged, thereby creating a
18 common law employment relationship, with the class members and the aggrieved employees.
19 Therefore, Defendants, and each of them, employed or jointly employed the class members and
20 aggrieved employees.

21 **VENUE AND JURISDICTION**

22 8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure
23 section 410.10 and Labor Code section 233, subdivision (e).

24 9. Venue is proper in the Superior Court in and for Alameda County under Code of Civil
25 Procedure section 395 because Alaska Airlines conducts business in Alameda County and has not
26 registered with the California Secretary of State any other place in California as its principal place of
27 business. (*Hale v. Bohannon* (1952) 38 Cal.2d 458, 478; see also *Beutke v. American Securities Co.*
28 (1955) 132 Cal.App.2d 354, 361.)

GENERAL FACTUAL ALLEGATIONS

10. California provides strong paid sick leave protections for employees. California Labor Code sections 233 and 234 ensure that employees can elect to use paid sick leave for purposes that include attending to family members without retaliation and fear of adverse employment consequences.

11. Defendants have provided and continue to provide Plaintiff, the aggrieved employees, and members of the class with paid sick leave.

12. At the same time, Defendants have maintained and continue to maintain an attendance control policy whereby Defendants limit the ability of class members and aggrieved employees to take paid sick leave and penalize class members and aggrieved employees for taking paid sick leave under certain circumstances.

13. For instance, Defendants' attendance control policy limits class members and aggrieved employees from taking more than one continuous occurrence of paid sick leave per calendar quarter. Defendants' attendance control policy thereafter penalizes class members and aggrieved employees if they take more than one continuous occurrence of paid sick leave per calendar quarter by assigning the class member "points" that remain on their record for up to 18 months.

14. Defendants also assign "points" in other circumstances associated with taking sick leave, including points for late notice.

15. If a class member or aggrieved employee amasses 12 points, they are terminated.

16. Defendants penalized Plaintiff a total of two points between April 18 and 21, 2023, for taking sick leave.

17. Defendants further penalized Plaintiff two and a half points on July 6, 2023, for calling in sick less than two hours before a flight after becoming dramatically ill with nausea and vertigo.

18. Defendants further penalized Plaintiff a half point on July 7, 2023, for taking sick leave.

19. Defendants further penalized Plaintiff a half point on November 11-12, 2023, for taking sick leave.

20. Defendants further penalized Plaintiff three points on February 18, 2024, for failing to show up even though he had previously requested sick leave and had been given sick leave on February 15-17, 2024.

21. Of the 12 points that Plaintiff had accumulated at the time of his termination, 8.5 points were assigned to him for taking sick leave.

22. Had Defendants not penalized Plaintiff for taking sick leave, he would not have been terminated. Plaintiff is prepared to return to his prior position at Alaska Airlines should Defendants offer to reinstate him. Plaintiff has applied for other flight attendant positions since he was terminated.

CLASS ACTION ALLEGATIONS

23. Pursuant to Code of Civil Procedure section 382, Plaintiff brings this action on behalf of the following class:

All California-based flight attendants employed by Alaska Airlines between November 27, 2020 and the date of class notice.

24. Plaintiff also brings this action on behalf of a subclass of those class members that Defendants terminated because they accumulated sufficient points under Defendants' attendance control policy to warrant termination at least in part due to points arising from taking sick leave.

25. Plaintiff reserves the right to modify or amend the class or subclass definition before the Court determines whether certification is appropriate.

26. Class certification is appropriate because this action satisfies the applicable numerosity, commonality, typicality, adequacy, predominance, and superiority requirements.

27. Numerosity: The potential members in the class and subclass are so numerous that joinder of all the members of the class and subclass is impracticable. There are over 100 class members employed during the relevant time periods.

28. The exact number and identity of the members of the class and subclass are readily ascertainable through inspection of Defendants' records.

1 29. Commonality: There are questions of law and fact common to the class and subclass
2 that predominate over any individualized questions, including but not limited to whether Defendants
3 violated Labor Code section 233 and engaged in unfair competition proscribed by the Business and
4 Professions Code.

5 30. Typicality: Plaintiff's claims are typical of the claims of the class and subclass he
6 seeks to represent. Defendants' conduct is common as to the class and subclass members and
7 represents a common thread of conduct resulting in injury to all members of the class and subclass.
8 Plaintiff has suffered the harm alleged and has no interests antagonistic to any other class member.

9 31. Adequacy: Plaintiff is a member of the class and subclass and will fairly and
10 adequately represent and protect the interests of the class and subclass. Plaintiffs' interests do not
11 conflict with the interests of other class members.

12 32. Counsel for Plaintiff and the proposed class are competent and experienced in
13 employment class actions. Plaintiff's counsel will fairly and adequately protect and represent the
14 interests of the class and subclass.

15 33. Superiority: A class action is superior to other available means for the fair and
16 efficient adjudication of this controversy. Individual joinder of all class members is impracticable,
17 and questions of law and fact common to the class and subclass predominate over any questions
18 affecting only individual class members. Each member of the proposed class has been damaged and
19 is entitled to relief because of Defendants' illegal attendance control policy. Class treatment will
20 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
21 economical for the parties and the judicial system.

22 34. Community of interest. Plaintiff and members of the class and subclass share a
23 community of interest in the outcome of this action and the enforcement of their rights under the
24 California Labor Code.

25 **PRIVATE ATTORNEYS GENERAL ACT ALLEGATIONS**

26 35. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice
27 by certified mail to Defendants and online to the Labor & Workforce Development Agency
28 ("LWDA") on November 27, 2024, of the factual and legal bases underlying Defendants' violation

1 of Labor Code sections 233 and 234. *See Exhibit 1.* Plaintiff incorporates the contents of Exhibit 1
2 by reference.

3 36. The LWDA assigned case number LWDA-CM-1063993-24 and did not provide
4 notice of its intention to investigate Defendants' alleged violations within the requisite period.

5 37. Defendants have not provided notice of an attempt to cure any violation that is curable
6 under PAGA. In addition, Plaintiff is informed and believes and thereon alleges that the Labor Code
7 violations are in fact not cured and remain ongoing.

8 **FIRST CAUSE OF ACTION**
9 **Failure to Provide Paid Sick Leave**
10 **(On behalf of LWDA, the Class, and Subclass against All Defendants)**
11 **(California Labor Code § 233)**

12 38. Plaintiff re-alleges and incorporates by reference the allegations contained in the
13 preceding paragraphs as though fully set forth herein.

14 39. Labor Code section 233, subdivision (a), provides that any employer who provides
15 sick leave for employees shall permit an employee to use in any calendar year the employee's
16 accrued and available sick leave entitlement, in an amount not less than the sick leave that would be
17 accrued during six months at the employee's then current rate of entitlement, for diagnosis, care, or
18 treatment of an existing health condition of, or preventive care for, an employee or an employee's
19 family member. Paid sick leave may also be used for an employee who is a victim of domestic
20 violence, sexual assault, or stalking, for time off from work to obtain or attempt to obtain judicial
21 restraint against the perpetrator as well as time off to seek medical attention, obtain services and
22 psychological counsel, and to participate in safety planning.

23 40. An employer may not deny an employee the right to use sick leave or discharge,
24 threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using,
25 or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a
26 family member, or for any other prescribed use. (Lab. Code, § 233, subd. (c).)

27 41. Labor Code section 234 provides that "[a]n employer absence control policy that
28 counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline,
discharge, demotion, or suspension is a per se violation of Section 233." (Lab. Code, § 234.) An

1 employee working under such policy is entitled to reinstatement and actual damages or one day's
2 pay, whichever is greater, and to appropriate equitable relief. (Lab. Code, §§ 233, subd. (d) & 234.)

3 42. Defendants' continued and ongoing implementation of their absence control policy
4 has denied and continues to deny Plaintiff and members of the class the paid sick leave that
5 Defendants provide them. That attendance control policy treats sick leave as an absence that can lead
6 to or result in discipline, including termination.

7 43. Plaintiff was terminated after he accumulated 12 points through Defendants'
8 application of their attendance control policy. Plaintiff is informed and believes, and on that basis
9 alleges, that Defendants have terminated or otherwise disciplined other class members and aggrieved
10 employees through application of their attendance control policy.

11 44. Defendants have violated and continue to violate Labor Code section 233 by virtue of
12 their ongoing application of their attendance control policy. Accordingly, Plaintiff, on behalf of the
13 LWDA, as well as members of the class, are therefore entitled to injunctive relief to enjoin
14 Defendants' attendance control policy. Plaintiff and members of the subclass are also entitled to
15 reinstatement, actual damages, and prejudgment interest. Plaintiff, on behalf of the LWDA, is also
16 entitled to civil penalties to be split 65% to LWDA and 35% to the aggrieved employees. Finally,
17 Plaintiff is entitled to his reasonable attorneys' fees and costs incurred in bringing this action. (Lab.
18 Code, §§ 233, subd. (e); 2699, subd. (k)(1); see also Code Civ. Proc. § 1021.5.)

19 **SECOND CAUSE OF ACTION**
20 **Unfair Competition**
(On behalf of the Class and Subclass against All Defendants)
(Cal. Bus. & Prof. Code § 17200)

21 45. Plaintiff re-alleges and incorporates by reference the allegations contained in the
22 preceding paragraphs as though fully set forth herein.

23 46. The Unfair Competition Law ("UCL"), California Business & Professions Code
24 section 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair or fraudulent
25 business acts or practices. The UCL provides that a Court may enjoin acts of unfair competition, and
26 order restitution to affected members of the public.
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1 47. Defendants have committed acts of unfair competition as defined by the UCL, by
2 engaging in the unlawful, unfair and fraudulent business practices and acts described in this
3 Complaint, including, but not limited to failing to provide class members paid sick leave and
4 maintaining an unlawful attendance control policy that subjects class members to discipline,
5 including termination, for using paid sick leave in violation of Labor Code section 233.

6 48. These violations serve as unlawful predicate acts and practices for purposes of
7 Business and Professions Code § 17200, et seq.

8 49. The acts and practices described above constitute unfair, unlawful, and fraudulent
9 business practices, and unfair competition, within the meaning of the UCL. Among other things, the
10 acts and practices have denied Plaintiff and members of the class and subclass wages rightfully
11 earned by them, while enabling Defendants to gain an unfair competitive advantage over law-abiding
12 employers and competitors.

13 50. Business and Professions Code § 17203 provides that a court may make such orders
14 or judgments as may be necessary to prevent the use or employment by any person of any practice
15 which constitutes unfair competition.

16 51. Injunctive relief is necessary and appropriate to prevent Defendants from repeating
17 their unlawful, unfair and fraudulent business acts and business practices alleged above. If
18 Defendants are not enjoined from this conduct, they will continue to engage in these unlawful
19 practices, intangibly harming members of the class who will continue to be forced to choose between
20 their job and their health or the health of their family members. Such future harm cannot be
21 determined at this time even though the prospect of such future harm is certain. Accordingly, legal
22 remedies are inadequate. Labor Code section 233 itself mandates that the Court issue appropriate
23 injunctive relief, presuming that remedies at law are inadequate.

24 52. Plaintiff and members of the class also cannot be adequately compensated for the
25 intangible harms resulting from the damage to their reputation resulting from Defendants' unjustified
26 and unlawful discipline that it imposes on employees taking sick leave, including termination. The
27 stigma associated with the discipline and/or termination both in an employment and social context is
28

1 irreparable. For this additional reason, Plaintiff and members of the class do not have an adequate
2 remedy at law, warranting injunctive relief.

3 53. Finally, a multiplicity of actions will result from Defendants' continuing conduct
4 without injunctive relief. Legal remedies, therefore, are inadequate.

5 54. Plaintiff and members of the class and subclass have suffered a loss of money and
6 property, in the form of wages that were not paid due to the unlawful discharges, as a direct and
7 proximate result of Defendants' acts and practices.

8 55. Plaintiff requests that the Court issue a preliminary and permanent injunction
9 requiring Defendants to advise all members of the class and subclass about their rights pursuant to
10 the California Labor Code and to provide Plaintiff and members of the class and subclass all
11 applicable benefits afforded by California's Labor Code, including but not limited to (a) actual
12 damages; and (b) reinstatement.

13 56. Plaintiff takes upon himself the enforcement of California Labor Code section 233 as
14 a private attorney general. There is a financial burden involved in pursuing this action, the action is
15 seeking to vindicate public rights, and it would be against the interests of justice to penalize Plaintiff
16 or members of the class or subclass to pay attorneys' fees from the recovery in this action. Attorneys'
17 fees are appropriate pursuant to Labor Code section 233 as well as Code of Civil Procedure section
18 1021.5.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff respectfully prays for relief as follows:

- 21 1. Declaratory relief as pled or as the Court may deem proper;
- 22 2. Preliminary, permanent and mandatory injunctive relief prohibiting Defendants, their
23 officers, agents and all those acting in concert with them, from committing in the future those
24 violations of law herein alleged;
- 25 3. Equitable accounting to identify, locate and restore to all current and former
26 employees the wages they are due, with prejudgment interest thereon;
- 27 4. An award of actual damages along with pre-judgment and post-judgment interest on
28 all monetary amounts awarded in this action, as provided by law;

1	5. An award of civil penalties;
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2 6. An award of reasonable attorneys' fees as provided by Labor Code §§ 233 and 2699,
3 Code of Civil Procedure § 1021.5, and all other applicable law;

4 7. All costs of suit as provided by the Labor Code, Code of Civil Procedure § 1021.5,
5 and all other applicable law;

6 | 8. Reinstatement; and


7 9. For such other and further relief as this Court deems equitable, just and proper.

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9 | Respectfully submitted,

10 Dated: February 12, 2025

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By: 

 Dan Gildor
 Xinying Valerian
 Felicia Medina

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15 *Attorneys for Plaintiffs and the Proposed Class*

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