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THE SUPERIOR COURT
By Cheryl Clark, Deputy
CASE NUMBER:
RG20052826

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Attorneys for Plaintiff Tamara Casteel

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION**

TAMARA CASTEEL, individually and on
behalf of aggrieved employees and the State of
California,

Plaintiffs,

v.

ALASKA AIRLINES, INC., an Alaska
corporation, and DOES 1-20, inclusive,

Defendants.

Case No. _____

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
AND THE UNFAIR COMPETITION LAW**

JURY TRIAL DEMANDED

By fax

1 **INTRODUCTION**

2 1. Plaintiff Tamara Casteel (“Plaintiff” or “Casteel”) brings this action on behalf of
3 herself, the State of California and all other aggrieved employees of Alaska Airlines, Inc.
4 (“Alaska”) pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Labor Code §
5 2698 *et seq.*, and the Unfair Competition Law, Business & Professions Code § 17200 *et seq.*,
6 against Alaska for its illegal policy of prohibiting its California-based workforce from discussing
7 their working conditions and/or whistleblowing on the company.

8 2. Plaintiff and aggrieved employees are California-based employees of Alaska who
9 challenge Alaska’s broad confidentiality policies that have the sweeping effect of barring reporting
10 or disclosure of any complaint about working conditions. These policies violate the state-law right
11 of all Alaska employees in California to freely discuss and disclose their working conditions and
12 potential legal violations.

13 3. Plaintiff is a current employee of Alaska who seeks to vindicate the rights of
14 Alaska’s employees in California to freely discuss concerns about their working conditions,
15 including concerns related to workplace health and safety, without fear of retaliation or reprisal.

16 4. As set forth in more detail below, Plaintiff’s suit is based on Alaska’s violations of
17 Cal. Labor Code sections 98.6(a)-(b), 232.5(a)-(c) and 1102.5(a)-(b). Plaintiff seeks, on behalf of
18 herself, all other aggrieved employees and the State of California, civil penalties, injunctive relief,
19 and attorneys’ fees and costs.

20 **PARTIES**

21 5. Plaintiff Tamara Casteel is a resident of California. In March 2006, Casteel began
22 working as a reservation sales agent for Alaska Airlines. In November 2007, Casteel became a
23 flight attendant for Alaska Airlines. In May 2008 she joined Virgin America, Inc. (“Virgin”) as a
24 flight attendant. In December 2017, Casteel became an Alaska flight attendant when Alaska
25 merged with Virgin. Today, Casteel remains employed as an Alaska flight attendant. At all times
26 during her post-merger employment with Alaska, Casteel’s work base has been Los Angeles
27 International Airport. The majority of her on-duty flights start or end in California.
28

1 6. Defendant Alaska Airlines, Inc. is an Alaska corporation with its principal place of
2 business in the State of Washington. Alaska Airlines has flight operations, maintenance facilities
3 and offices in California, including but not limited to at the airports of San Francisco, Oakland,
4 San Jose, Los Angeles, and San Diego, along with numerous smaller airports.

5 7. Does 1 through 20, inclusive, are sued pursuant to California Code of Civil
6 Procedure § 474. Plaintiff is ignorant of the true names or capacities of these defendants, and
7 therefore sue these defendants by such fictitious names. Plaintiff will amend this complaint to
8 allege their true names and capacities when ascertained. Plaintiff is informed and believes that
9 each of the fictitiously-named Doe defendants, including any such defendants that may be the
10 agents, representatives, or parents or subsidiary corporations of the named defendants, is
11 responsible in some manner for the occurrences, events, transactions, and injuries alleged herein
12 and that the harm suffered by Plaintiff and current and former aggrieved employees were
13 proximately caused by them in addition to Defendants.

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

18 9. Plaintiff is informed and believes and thereon alleges that with respect to the
19 employment policies at issue in this case defendants and each of the DOE defendants participated
20 in a single integrated or joint enterprise.

21 10. Plaintiff is informed and believes and thereon alleges that at all times herein
22 mentioned defendants and each of the DOE defendants are Plaintiff's and aggrieved employees'
23 employer(s), and/or agents, servants, employees, partners, joint venturers, alter egos, aiders and
24 abettors, and/or co-conspirators of one or more of their co-Defendants, and, in committing the acts
25 alleged herein, were acting within the course and scope of said agency, employment, partnership,
26 joint venture, and/or conspiracy, or were aiding and abetting their co-defendants. Plaintiff is
27 informed and believes and thereon alleges Defendants and each of the DOE Defendants are legally
28

1 responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in
2 this Complaint

3 **JURISDICTION AND VENUE**

4 11. This case is properly before this Court because it involves issues of state law, and
5 all Defendants do business in Alameda County.

6 12. Venue is proper in the Superior Court of Alameda County under Code of Civil
7 Procedure § 395 because none of the Defendants has a principal place of business in California.

8 **FACTUAL ALLEGATIONS**

9 13. In 2017, Alaska acquired Virgin through a merger. In January 2018, the two airlines
10 officially started operating as a single airline. While Alaska had only a Boeing fleet previously,
11 the acquisition brought Virgin's Airbus fleet into the company. After Alaska took over, flight
12 crews formerly employed by Virgin started experiencing "fume events" on their Airbus aircraft.

13 14. In 2018, Alaska flight crew personnel experienced fume events and consequential
14 health issues and complained to Alaska about what they perceived to be Alaska's lack of
15 responsiveness. Some flight attendants resorted to trying to track fume events and maintenance
16 concerns themselves, through text messages and employee-only Facebook groups.

17 15. Citing an anonymous source, on July 17, 2018, an industry blog, SavvyStews,
18 published a whistleblowing piece entitled "Alaska Airlines lets Virgin America's Planes Fall
19 Apart, Causes Many Emergencies." The article reported that Alaska was not being responsive to
20 crew members' workplace concerns.

21 16. After this article, Alaska quickly sent a companywide video in which the COO told
22 crewmembers that they were on top of the situation and would be holding conference calls to
23 provide information. This video message from the COO was leaked to SavvyStews, which
24 published a second follow-up piece claiming that Alaska has confirmed cabin air contamination.

25 17. On July 17, 2018, Plaintiff posted the first SavvyStews article to a private Facebook
26 group comprised of fellow Alaska employees.

27 18. Plaintiff's posting led to several comments from other members of the Facebook
28

1 group about fume events and Alaska's responses to such events.

2 19. An Alaska Airlines' HR employee was a member of the Facebook group and
3 collected screenshots of these comments, sending them up the management chain.

4 20. Alaska has consistently warned employees about posting comments on Facebook
5 and other online forums about working conditions.

6 21. Immediately after the initial online article, Alaska indicated its intent to investigate
7 and discipline employees who disclose information about fume events and other working
8 conditions. In addition, individual employees who shared or commented on the SavvyStews
9 articles were singled out by Alaska and given oral and written warnings for violating Alaska's
10 policies.

11 22. On or about July 18, 2018 and July 19, 2018, Alaska held three national conference
12 calls with its inflight workforce to respond to the employee concerns reported in the SavvyStews
13 blog articles. Alaska Management represented the company on these calls. Crew members asked
14 questions and shared complaints and concerns.

15 23. During the calls, Alaska management made it clear that Alaska considered it a
16 potential violation of the company's "social media policy" for employees to comment on blog
17 articles or post about working conditions such as fume events. Alaska management warned that
18 the company expected employees to channel their grievances and concerns internally, through
19 established reporting mechanisms, rather than through external forums such as social media
20 channels.

21 24. On September 7, 2018, Alaska sent employees a mass e-mail bulletin focusing on
22 social media discussions. The bulletin echoed the policy stated in the employees' disciplinary
23 write-ups.

24 25. Alaska thus made it clear that it is a violation of company policy for employees to
25 vocalize complaints against Alaska for poor working conditions on social media – whether
26 amongst themselves on Facebook, to the public, or the media.

27 26. On September 24, 2018, the CBS news affiliate in San Francisco, KPIX, aired a
28

1 story generally about fume events on airplanes. The story cited a Jane Doe flight attendant who
2 spoke on condition of anonymity out of fear of retaliation. Jane Doe's employer was not provided
3 in the story.

4 27. On September 27, 2018, Alaska sent a video message to its workforce referencing
5 "the recent TV news story on Airbus cabin air quality issues which aired this past week." In this
6 video message, Alaska management stated that the company expects all employees to follow the
7 company's social media policy and to report safety concerns to management, but not through social
8 media.

9 28. Starting on July 17, 2018, when the first article ran on the industry blog, Human
10 Resources and other departments investigated who provided information to the industry blog, who
11 was sharing any of the blog articles, and who was talking about it online. The company's
12 investigation did not unmask the anonymous source or source(s) of the reports, but the company
13 warned employees in one-on-one meetings with their supervisors and placed write-ups in their
14 personnel files.

15 29. On September 4, 2018, Plaintiff's supervisor held a one-on-one meeting to
16 reprimand her for having shared the SavvyStews blog on the private Facebook group. This
17 reprimand was witnessed by Plaintiff's union representative and documented in a write-up (called
18 a "Record of Discussion"), indicating that Plaintiff's conduct violated the social media policy, that
19 Alaska placed in Plaintiff's personnel file.

20 30. To pursue its investigation and reprimand actions, Alaska pulled Plaintiff off her
21 flight schedule and caused her to miss at least one flight that she otherwise would have worked
22 and for which she would have been paid.

23 31. Between September 4, 2018 and September 27, 2018, eight employees, including
24 Plaintiff, were warned in identical fashion, with identical Record of Discussion letters placed in
25 their personnel files.

26 32. The recent company actions described above reflects Alaska's longstanding de
27 facto policy of prohibiting disclosure of any working conditions that reflect poorly on its brand.
28

1 Various company documents articulate “confidentiality” and “social media” policies that prohibit
2 such disclosures.

3 33. The illegal policies include Alaska’s policies defining confidential information and
4 proscribing the use of such information. Alaska broadly defines confidential information in its
5 policies to include all employee information and most company information. Then, Alaska
6 prohibits employees from disclosing “confidential or private information about the Company” as
7 well as “information that isn’t public knowledge” in “social media and other online activities”
8 Other policies that apply to all employees of Alaska Airlines, Inc. prohibit disclosure of
9 confidential or private business, proprietary, and/or trade secret information about the Company.

10 34. Moreover, Alaska’s social media policies state that Alaska in its sole discretion will
11 determine whether a particular blog or social network posting violates Alaska’s policies and
12 procedures. As with all Alaska policies, a violation of such policy may result in discipline, up to
13 and including discharge.

14 35. Other Alaska policies reiterate these prohibitions and state that employees should
15 not “discuss things [online] that should be investigated internally.” These policies state that the
16 “best way to resolve work-related challenges is face-to-face, not through social media” and require
17 employees to share “only accurate, public information.” Furthermore, the policies state that
18 “violations may result in discipline, up to and including discharge.”

19 36. Alaska’s employee handbook contains similar mandates that employees refrain
20 from posting non-public information on social media because the Company’s primary concern is
21 always to protect their brand, guests, and employees. As such, the handbook prohibits disclosure
22 of anything that would damage that brand.

23 37. Under Alaska’s Confidentiality Policy, any conditions or information not apparent
24 to the public, including certain potentially illegal conduct, may not be disclosed. Even “personal
25 employee information,” such as the fact that employees became ill due to cabin air problems, is
26 prohibited from disclosure. None of these matters is public information and all constitute
27 “information which, if disclosed, could jeopardize the Company’s competitive position.”
28

38. By especially targeting electronic communications, Alaska is effectively enforcing its overbroad confidentiality policy under the guise of maintaining professionalism.

39. These written policies, coupled with Alaska's specific warnings and Records of Discussions issued to employees, had the effect of prohibiting disclosure of employee's working conditions.

FIRST CAUSE OF ACTION

Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.*

40. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs of this Complaint.

41. Plaintiff is an "aggrieved employee," as that term is defined in Labor Code section 2699(a), and Plaintiff therefore bring this action on behalf of herself, all other aggrieved employees, and the State of California.

42. Pursuant to Labor Code section 2699.3(a), prior to filing this Complaint, on September 20, 2018, Plaintiff gave written notice by certified mail to Alaska and online to the Labor and Workforce Development Agency ("LWDA") of the factual and legal bases for the Labor Code violations alleged in this Complaint. The LWDA has not issued any citations related to the violations alleged. Therefore, Plaintiff has exhausted her administrative remedies and is entitled to proceed as a private attorney general on behalf of herself and all other current and former aggrieved employees of Alaska in California.

43. Pursuant to Labor Code sections 2699(a) and 2699.5, Plaintiff is entitled to recover all applicable civil penalties for each of the following Labor Code violations on behalf of herself and all aggrieved employees pursuant to Labor Code section 2699(f)(2) and/or the following sections of the Labor Code, in amounts to be determined at trial:

- a. **Section 232.5(a)**, which prohibits employers from "[r]equir[ing], as a condition of employment, that an employee refrain from disclosing information about the employers' working conditions." As set forth above, Alaska has violated this

provision by instituting and enforcing policies that prohibit employees from disclosing information about working conditions.

b. **Section 232.5(b)**, which prohibits requiring employees to sign any document that purports to deny employees the right to disclose working conditions. Additionally, no employer may “[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer’s working conditions.” *Id.* § 232.5(c). Upon information and belief, Alaska requires its California-based employees to sign documents stating that the employees will follow its broad confidentiality and social media policies prohibiting disclosure of information about working conditions.

c. **Section 232.5(c)**, which prohibits an employer from discharging, formally disciplining, or otherwise discriminating against an employee who discloses information about the employer’s working conditions. Plaintiff is aware that Alaska has reprimanded at least eight (8) employees (including Plaintiff herself) for disclosing information about working conditions.

d. **Section 98.6(a) and (b)**, which prohibit persons from discharging or in any manner discriminating, retaliating or taking adverse action against any employee for exercising rights protected by the Labor Code

44. Plaintiff is aware that Alaska has reprimanded at least eight (8) employees, including Plaintiff herself, for disclosing information about working conditions, which constitute violations law under Labor Code sections 232.5(c), and 98.6(a) and (b).

45. Alaska has enforced its confidentiality and social media policies in other situations and contexts.

46. Plaintiff is informed and believes and thereupon alleges that Alaska and its agents intimidate, investigate and take adverse action against employees who are vocal about workplace conditions and spread the message that information that could be damaging to Alaska’s brand may not be disclosed externally. As a result of Alaska’s actions, Plaintiff is entitled to recover civil

penalties for the Labor Code violations identified above. Pursuant to Labor Code section 2699(i), 25% of all civil penalties recovered pursuant to this cause of action shall be payable to Plaintiff and other aggrieved employees, and 75% of the civil penalties recovered pursuant to this cause of action shall be payable to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code.

SECOND CAUSE OF ACTION

Injunction Against Unlawful and Unfair Business Practices, Cal. Bus. & Prof. Code §

17200 et seq.

47. Plaintiff incorporates by reference as though fully set forth herein the preceding paragraphs of this Complaint.

48. Alaska engaged in unlawful, unfair and deceptive business practices and/or acts in violation of California's unfair competition law, Business & Professions Code § 17200 *et seq.*, as to Plaintiffs, as to other current and former employees, and as to the public at large.

49. By engaging in the above-described conduct, Defendants have violated the California Labor Code.

50. Defendants' conduct constitutes unfair business practices and acts because the harm to Plaintiffs, employees and the public outweighed any utility that each Defendant's conduct may have produced. Defendants' conduct also constituted unfair business practices and acts because its practices have been immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to their patients, employees and Plaintiff.

51. Plaintiff has lost money or property as a result of Defendants' unlawful, unfair, and fraudulent business practices.

52. On October 30, 2018, Plaintiff sent a demand letter to the head of Alaska's legal department seeking modification of the company's policies and related non-monetary measures to ensure that the company does not prohibit or discourage employees from discussing or disclosing their working conditions, privately or publicly.

53. Defendants have not voluntarily undertaken non-monetary measures to bring their

1 policies and procedures into compliance with the law. Therefore, Plaintiff seeks injunctive and
2 affirmative relief to curtail and prevent ongoing and future unfair, deceptive and unlawful business
3 practices and an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.


4 **PRAYER FOR RELIEF**

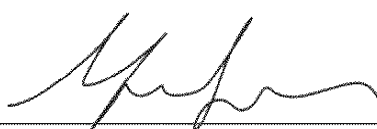
5 Wherefore, Plaintiff prays for the following relief for herself and on behalf of all other
6 aggrieved employees and the State of California:

- 7 a. An award of statutory and civil penalties pursuant to the PAGA in an amount
8 according to proof, with 75% of the penalties to be remitted to the LWDA and
9 25% of the penalties to be remitted to Plaintiff and the aggrieved employees;
10 b. Entry of an injunction enjoining Alaska from continuing unlawful, unfair and
11 deceptive business practices, including but not limited to violations of the
12 Labor Code provisions set forth herein;
13 c. An award of reasonable attorneys' fees and expenses pursuant to Cal. Labor
14 Code § 2699(g)(1) and Code of Civil Procedure § 1021.5; and
15 d. Any other relief the Court deems just and proper.

16
17 DATED: January 31, 2020

Respectfully submitted,

18
19
20 By: 
21 Xinying Valerian
22 Dominic Valerian
23 VALERIAN LAW, P.C.

24
25 By: 
26 Monique Olivier
27 Katharine Chao
28 OLIVIER SCHREIBER & CHAO LLP


Attorneys for Plaintiff Tamara Casteel

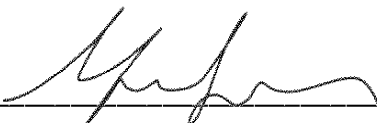
DEMAND FOR JURY TRIAL

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

DATED: January 31, 2020

Respectfully submitted,

By: 
Xinying Valerian
VALERIAN LAW, P.C.

By: 
Monique Olivier
Katharine Chao
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Attorneys for Plaintiff Tamara Casteel