

December 10, 2025

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Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, California 94612

**RE: Written Notice – Private Attorney General Act (“PAGA”) –
California Labor Code § 2698 et seq.**

Paul Bradley v. United Airlines, et al.

Employee: Paul Bradley (“Employee”)

Employer: United Airlines, Inc. (“Employer”)

PAGA Administrator:

Notice is hereby provided that, pursuant to California Labor Code Private Attorneys General Act (“PAGA”) of 2004 (“*Labor Code*” or “*Lab. Code*”) §§ 2699.3(a)(1)(A) and 2699.3(c)(1)(A), Paul Bradley (“Employee”) contends that United Airlines, Inc. (referred to as the “Employer”) have violated, and continue to violate, provisions of the *Labor Code* and wage orders promulgated by the Industrial Welfare Commission (“IWC”), including, but not limited to, *Labor Code* §§ 201 – 203, 204, 221, 223, 226 *et seq.*, 226.7, 98.6, 2802, 1174.5, 1182, 1102.5, 1194 and the applicable IWC wage order. In accordance with the required notice under *Labor Code* § 2699.3 of the PAGA, this letter shall serve as formal written notice to the Labor and Workforce Development Agency (“LWDA”).

Employee works for Employer as a Flight Attendant, in a non-supervisory position at its San Francisco, California location (the “worksite”). Employee’s duties and responsibilities consisted of, but were not limited to, ensuring passengers are safe and comfortable during a flight, performing safety checks before flights take off, offering food and beverages to passengers and demonstrating emergency procedures, buckling seat belts and using exit doors. Employee was hired in and around 2007 and is still currently employed.

Employee is an “aggrieved employee” as defined in *Labor Code* § 2699(c)(1) and brings this action on behalf of himself and all other aggrieved employees of Employer and seeks penalties under PAGA for Employer’s violations of the *Labor Code*.

Employer United Airlines, Inc. is a Delaware Corporation doing business in the State of California, County of San Francisco. Employer United Airlines, Inc. is headquartered in Chicago,

Illinois, and one of the largest airlines in the world, operating an extensive domestic and international route network across six continents.

At all relevant times, Employer issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all aggrieved, hourly paid employees in California, including Employee and others similarly situated, regardless of their location or position.

Employee and other aggrieved employees seek penalties and other compensation from Employer for the relevant time period because Employer:

1. Failed to Pay All Wages Due, including Minimum Wages (*Lab. Code* §§ 1182, 1194);
2. Failed to Pay Overtime Compensation (*Lab. Code* § 510);
3. Failed to Timely Pay Wages During Employment (*Lab. Code* § 204);
4. Failed to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage Statements and Maintain Accurate Records (*Lab. Code* §§ 226(a), 1174 *et seq.*);
5. Failure to Pay All Wages Due Upon Discharge (*Lab. Code* § 203); and
6. Failed to Reimburse Business Expenses (*Lab. Code* § 2802).

Below, please find the relevant facts and legal theories to support the aforementioned violations.

Failure to Pay All Wages Due

During the Relevant Time Period, upon information and belief, Employer had, and continues to have, a company-wide policy of failing to pay employee and aggrieved employee all wages. Specifically, Employer implemented policies that actively prevented employees from being compensated for all wages by failing to pay employee and aggrieved employees during their six-month probationary period for “connect session” time which employee and aggrieved employees were required to travel to employer’s worksite once a month for a 90-minute meeting that was uncompensated.

Additionally, Employer also failed to pay employee and aggrieved employees for fly back time where if a scheduled flight assignment was cut-short, employee and aggrieved employees would not always be compensated for their flight back to their original destination.

Lastly, Employer had a policy which required employee and aggrieved employees to be “reserve(s)”, in which employee and aggrieved employees would be “on-call” at their airport if they needed another flight attendant. Employee and aggrieved employees would be required to remain at the airport the entire day, even if they were not called on for a flight assignment.

Employee is informed and believes, and therefore alleges, that Employer’s compensation schemes do not fairly compensate Employee and aggrieved employees all wages. The failure to pay

designated wages to Employee and aggrieved employees violates Labor Code section 221, 223, 1198; and the applicable IWC wage order. Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Failure to Pay Overtime Compensation

Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, § 3, employers are required to compensate their non-exempt employees for overtime hours worked, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Employee and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, § 3. Employer failed to compensate Employee and aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, § 3; requiring, suffering or permitting Employee and aggrieved employees to be "on-call" at the worksite as well as accumulating additional hours worked when Employee and aggrieved employees were required to travel to and from the worksite to attend the monthly 90-minute "connection session."

Thus, Employer failing to include this time in the compensable hours worked by Employee and aggrieved employees resulted in Employee and aggrieved employees not receiving all overtime compensation worked while employed by Employer.

Failure to Timely Pay Wages During Employment

California *Labor Code* § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California *Labor Code* § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California *Labor Code* § 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the Relevant Time Period, Employer willfully failed to pay Employee all wages owed, including but not limited to, overtime wages, minimum wages, “on-call” pay and additional compensation for the travel and attendance at the 90-minute connection session once a month at Employers worksite, within the time periods specified by California *Labor Code* § 204.

Therefore, Employer is in violation of Labor Code section 204, and Employee and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to *Labor Code* §§ 210 and/or 2699(a), (f)-(g).

Failure to Provide Accurate, Itemized Wage Statements

Labor Code § 226(a) requires Employer make, keep, and provide true, accurate, and complete wage records. Employer have not provided Employee and other aggrieved employees with properly itemized wage statements. *Labor Code* § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to § 226(a).

During the relevant time period, Employer have knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Employer issued uniform wage statements to Employee and other aggrieved employees that fail to correctly list the total wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages based on the actual hours worked by Employee and aggrieved employees.

Employer violated §§ 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Employer did not record the correct time Employee and other aggrieved employees spent traveling to and from their connection sessions or being “on-call” at the airport for the whole day, even when they did not have a flight assignment, in compliance with § 226(a)(1) and § 226(a)(5), respectively. For the same reason, Employer failed to accurately list the total number of hours worked by Employee and other aggrieved employees, in violation of § 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of § 226(a)(9). For the same reason, Employer also failed to list the correct amount of net wages in violation of § 226(a)(5).

As a result of not having kept accurate records, Employee and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to *Labor Code* §§ 226.3, 1174.5, and/or 2699(a), (f)-(g).

Failure to Timely Pay Final Wages Upon Termination

As a pattern and practice, Employer regularly failed to pay Employee and aggrieved employees their final wages pursuant to *Labor Code* §§ 201-203.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, Employer has a company-wide practice or policy of failing to pay all wages accrued and/or owed to departing employees and did not adhere to the time requirements set forth in *Labor Code* §§ 201 - 203.

Employer willfully failed to pay Employee and aggrieved employees the earned and unpaid wages as set forth above, including but not limited to, timely pay wages when due, on-call pay, minimum wages and overtime wages due upon discharge and/or termination.

Failure to Reimburse Business Expenses

Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

The applicable wage order, the applicable IWC Wage Order section 9(B) provides that: “[w]hen the employer requires the use of tools or equipment or they are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft...”

During the relevant time period, Employer had a company-wide policy of requiring Employee and aggrieved employee to use their personal cellphones while at the airport during their “on-call” day to check the schedule and determine if they were being called on assignment. Employer passed these operating costs off onto Employee and aggrieved employees, and therefore, had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of Labor Code section 2802.

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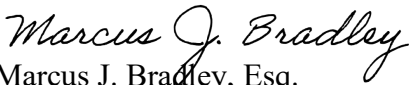
Conclusion

Enclosed please find a copy of the class action complaint that is in the process of being filed in the Superior Court for the State of California, Los Angeles County. Employee respectfully requests that the LWDA notify this office within sixty-five (65) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Employer. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER, LLP


Marcus J. Bradley, Esq.
Brandon J. Sweeney, Esq.

cc: **UNITED AIRLINES, INC.**
233 S. WACKER DRIVE, 14TH FL
CHICAGO, IL 60606

UNITED AIRLINES, INC.
609 MAIN STREET, 16TH FL – HSCPZ
HOUSTON, TX 77002

REGISTERED AGENT FOR UNITED AIRLINES, INC.
CALIFORNIA CSC – LAWYERS INCORP. SERVICE
2710 GATEWAY OAKS DRIVE
SACRAMENTO, CA 95833

PAGA NOTICE PUBLIC SEARCH

LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
LWDA-CM-973318-23	PAGA Notice	08/07/23	AP-4713739	United Airlines, Inc.	Chicago	60606	2200	Law Office of Jane C. Mariani		3:23-03939	Thomas Neal Mullins and John R. Scholz, III	Jane Mariani	
LWDA-CM-973318-23	PAGA Notice	08/07/23	AP-4713740	United Airlines, Inc.	Chicago	60606	2200	Law Office of Jane C. Mariani		3:23-03939	Thomas Neal Mullins and John R. Scholz, III	Jane Mariani	
LWDA-CM-971966-23	PAGA Notice	08/01/23	AP-4702097	United Airlines, Inc.	Glendale	91203	50	Harris & Hayden			Tanail Roberts	John Harris	
LWDA-CM-967815-23	PAGA Notice	07/12/23	AP-4659637	United Airlines, Inc.	San Francisco	94128	500	Liu Peterson-Fisher LLP			Michael Watkins	Rebecca Peterson-Fisher	
LWDA-CM-960720-23	PAGA Notice	06/08/23	AP-4399094	United Airlines, Inc.	Houston	77002	70	Melmed Law Group P.C			Lisa Nanos	Lorie Gutierrez	
LWDA-CM-922338-22	PAGA Notice	12/02/22	AP-3855891	United Airlines, Inc.	New York	10005	100	Crosner Legal PC			Josip Bacinski	Zachary Crosner	
LWDA-CM-916070-22	PAGA Notice	10/26/22	AP-3796674	United Airlines, Inc.	CHICAGO	60606-7147	20000	Lebe Law, APLC		23CV029590	Darrell Hughes	Jonathan Lebe	
LWDA-CM-851410-21	PAGA Notice	11/05/21	AP-3121158	United Airlines, Inc.	CHICAGO	60606-7147	3000	Law Office of Jane C. Mariani		21-civ-06029	John R. Scholz, III and Kevin E. Bybee	Jane Mariani	
LWDA-CM-851410-21	PAGA Notice	11/05/21	AP-3121159	United Airlines, Inc.	CHICAGO	60606-7147	3000	Law Office of Jane C. Mariani		21-civ-06029	John R. Scholz, III and Kevin E. Bybee	Jane Mariani	
LWDA-CM-829618-21	PAGA Notice	04/18/21	AP-2704321	United Airlines, Inc.	CHICAGO	60606-7147	250	Geonetta & Frucht LLP			Chaz Adams	Kenneth Frucht	
LWDA-CM-802193-20	PAGA Notice	08/12/20	AP-2051523	United Airlines, Inc.	CHICAGO	60606-7147	1000	James Hawkins APLC			Carlos Santos	Christina Lucio	
LWDA-CM-802193-20	PAGA Notice	08/12/20	AP-2051524	United Airlines, Inc.	CHICAGO	60606-7147	1000	James Hawkins APLC			Carlos Santos	Christina Lucio	
LWDA-CM-725203-19	PAGA Notice	07/30/19	AP-1037027	United Airlines, Inc.	CHICAGO	60606-7147	1000	Kaplan Fox & Kilsheimer LLP			John Thomas/Samuel Umanzon	Matthew George	
LWDA-CM-725203-19	PAGA Notice	07/30/19	AP-1037028	United Airlines, Inc.	CHICAGO	60606-7147	1000	Kaplan Fox & Kilsheimer LLP			John Thomas/Samuel Umanzon	Matthew George	
LWDA-CM-688156-19	PAGA Notice	04/24/19	AP-898932	United Airlines, Inc.	CHICAGO	60606-7147	10000	Law Offices of Kirk D. Hanson		19-cv-03423-LB	Charles E. Ward, Felicia Vidrio	Kirk Hanson	
LWDA-CM-674584-19	PAGA Notice	03/12/19	AP-839589	United Airlines, Inc.	CHICAGO	60606-7147	1500	The Nourmand Law Firm, APC			Roland Enri Robinson	Michael Nourmand	
LWDA-CM-667104-19	PAGA Notice	02/15/19	AP-807562	United Airlines, Inc.	CHICAGO	60606-7147		Blumenthal Nordrehaug Bhowmik De Blouw LLP		37-2019-00008533-CU-OE-CTL	Ella Brown	Nicholas De Blouw	
LWDA-CM-609623-18	PAGA Notice	08/18/18	AP-563744	United Airlines, Inc.	CHICAGO	60606-7147		Winston Law Group, P.C.			Richard Chamberlain	David Winston	
LWDA-CM-595592-18	PAGA Notice	07/06/18	AP-505926	United Airlines, Inc.	CHICAGO	60606-7147		Valerian Law			Loi Ngo	Xinying Valerian	
LWDA-CM-323688-17	PAGA Notice	08/30/17	AP-208801	United Airlines, Inc.	CHICAGO	60606-7147		Diversity Law Group			Mark Wolfe	Linda Lee	
LWDA-CM-321309-17	PAGA Notice	08/10/17	AP-193928	United Airlines, Inc.	CHICAGO	60606-7147		Jackson Hanson LLP			Felicia Vidrio	Kirk D. Hanson	
LWDA-CM-296745-17	PAGA Notice	05/16/22	AP-3486732	United Airlines, Inc.	CHICAGO	60606-7147		Law Offices of Choi and Associates		BC624742	Jose Medina	Polaris Law Group, LLP	
LWDA-CM-291436-17	PAGA Notice	01/24/23	AP-3943800	United Airlines, Inc.	CHICAGO	60606-7147		Diversity Law Group			Benjamin Castro	Diversity Law Group	
LWDA-CM-269213-17	PAGA Notice	07/18/17	AP-179164	United Airlines, Inc.	CHICAGO	60606-7147		Jackson Hanson LLP			Charles E. Ward	Kirk Hanson	
LWDA-CM-261535-17	PAGA Notice	07/07/17	AP-173603	United Airlines, Inc.	CHICAGO	60606-7147		Polaris Law Group			Kym Monroe	Kym Monroe	
LWDA-CM-1110670-25	PAGA Notice	07/09/25	AP-6023992	UNITED AIRLINES, INC.	Chicago	60606	2000	Lipeles Law Group APC			Alexis Brittany Lawrence Marshall	Kevin Lipeles	
LWDA-CM-1054310-24	PAGA Notice	10/03/24	AP-5510734	United Airlines, Inc.	CHICAGO	60606-7147	500	Blumenthal Nordrehaug Bhowmik & De Blouw		24TRCV04179	Beatriz Tijerina	Nicholas De Blouw	
LWDA-CM-1050233-24	PAGA Notice	09/12/24	AP-5467715	United Airlines, Inc.	Houston	77002	10000	James Hawkins APLC			Eva Vollera	Christina Lucio	
LWDA-CM-1050233-24	PAGA Notice	09/12/24	AP-5467716	United Airlines, Inc.	Houston	77002	10000	James Hawkins APLC			Eva Vollera	Christina Lucio	