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September 9, 2026
CA3946

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency	UNITED AIRLINES, INC.
Online Filing	Certified Mail # 9589071052704676786319
	Rebecca Vang
	CSC LAWYERS INCORPORATING
	SERVICE
	2710 GATEWAY OAKS DRIVE
	SUITE 150N
	SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Tanisha Simlin ("Plaintiff") and all other Aggrieved Employees of United Airlines, Inc.. "Aggrieved Employees" refers to all individuals who are or previously were employed by United Airlines, Inc. in California, including any employees staffed with United Airlines, Inc. by a third party, and classified as non-exempt employees, but excluding Flight attendants and Customer Service Representatives, during the time period of September 9, 2025 through a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since approximately 2010 and remains currently employed. Plaintiff works for Defendant as a Security Officer. Plaintiff is classified as a non-exempt employee, is paid on an hourly basis, and is entitled to

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legally compliant meal and rest periods and payment of minimum and overtime wages for all compensable time worked.

As a Security Officer, Plaintiff is responsible for protecting Defendant's personnel and property and responding to emergencies. Plaintiff's duties include, among other things, responding to medical emergencies and chemical spills, providing first aid and CPR, contacting and dispatching police, ambulance, and fire personnel, monitoring CCTV cameras, preventing theft and unauthorized access, monitoring areas near active taxiways and runways, assisting visitors and service personnel entering the facility, and responding to other security-related incidents. Because Security Officers serve as emergency responders, they are required to remain available to respond when emergencies arise.

During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to violations of California's meal and rest period requirements. From time to time, Plaintiff was unable to take a timely and compliant meal period before the end of the fifth hour of work in violation of Labor Code sections 226.7, 512, and 1198 and the applicable Industrial Welfare Commission Wage Order. For example, Security Leads scheduled and staggered employees' meal periods in order to maintain security coverage and Plaintiff sometimes did not begin her meal period until after the end of the fifth hour of work. Delays also occurred when other Security Officers returned late from their own breaks, requiring Plaintiff to continue working until sufficient coverage became available.

Plaintiff's meal periods were also sometimes not duty-free. Plaintiff and other Security Officers were sometimes required to keep their work radios with them and remain available to respond to work-related emergencies while purportedly taking their meal periods. Plaintiff was sometimes contacted over the radio during a meal period and required to respond to an emergency or return to work. Even if employees were advised that radios could be turned off during a meal period, Security Officers were still instructed and/or understood that they were expected to respond if an emergency occurred. As a result, Plaintiff was sometimes unable to use her meal period for her own purposes and remained subject to Defendant's control.

Plaintiff and other Aggrieved Employees were also sometimes unable to take compliant rest periods in violation of Labor Code sections 226.7 and 1198 and the applicable Industrial Welfare Commission Wage Order. Defendant's Security Leads scheduled and staggered employees rest periods based on operational coverage. Plaintiff's rest periods were sometimes late because she was required to remain at her assigned post until another employee returned or sufficient coverage became available. Plaintiff also sometimes missed one of her required rest periods because an emergency

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occurred or because another Security Officer had not yet returned from a break. Plaintiff was also sometimes required to keep her radio on while taking her rest periods and remain available to respond to work-related calls and emergencies. Defendant failed to pay Plaintiff and other Aggrieved Employees all meal and rest period premium wages owed for each non-compliant meal and rest period.

Plaintiff also performed compensable work while off the clock, resulting in unpaid minimum and overtime wages in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198. In particular, Plaintiff sometimes performed work while she was purportedly taking an unpaid meal period. Plaintiff remained responsible for monitoring her radio and was sometimes required to respond to work-related emergency calls or return to her security duties during the meal period. Because Defendant treated these periods as unpaid meal periods even though Plaintiff was sometimes required to perform work and remain under Defendant's control, Defendant failed to compensate Plaintiff for all compensable time worked and these practices resulted in unpaid minimum and overtime wages.

During the PAGA Period, Defendant also paid Plaintiff additional non-discretionary compensation beyond her base hourly wage but failed to properly include all such compensation in Plaintiff's regular rate of pay when calculating overtime wages and sick pay wages in violation of Labor Code sections 246 and 510. Plaintiff's wage statements reflect payment of a "Shift Differential" in addition to her base hourly wages. Moreover, Plaintiff earned the "Shift Differential" in a pay period where she also worked overtime. As such, this form of non-discretionary compensation was remuneration for Plaintiff's employment and was required to be included in the regular rate of pay where applicable when calculating overtime and/or sick pay wages. Indeed, Defendant did not include non-discretionary shift differentials in the regular rate and as a result underpaid Plaintiff overtime during certain pay periods in the PAGA Period.

Further, in violation of Labor Code sections 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with all wages due during the course of their employment. The violations by Defendant include, among other things, the failure to timely pay all minimum and overtime wages resulting from the off-the-clock work described above and the failure to timely pay all meal and rest period premium wages owed for non-compliant meal and rest periods.

Defendant also sometimes fails to provide accurate itemized wage statements in violation of Labor Code section 226(a). As a result of the unpaid minimum and overtime wages, unpaid meal and rest period premiums, and regular rate violations described

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herein, Plaintiff's wage statements sometimes fail to accurately reflect all wages earned and hours worked.

Additionally, Defendant sometimes violates Labor Code section 226(a)(2) by failing to accurately report total hours worked. During certain pay periods, Defendant includes categories such as vacation or other non-worked time on Plaintiff's wage statements and from time to time fails to clearly distinguish between hours actually worked and hours not worked, resulting in inaccurate reporting of total hours worked.

Plaintiff was not reimbursed for all necessary business expenses she incurred in performing her job duties for Defendant in violation of California Labor Code section 2802. Defendant did not provide Plaintiff with a company cell phone. Plaintiff therefore used her personal cell phone for work-related purposes, including communicating with Defendant's management team and Control Center. Plaintiff sometimes received work-related telephone calls on her personal cell phone when management or the Control Center needed to communicate information that could not conveniently be relayed over the radio or when Plaintiff could not otherwise be reached by radio. Plaintiff was not reimbursed for the reasonable expenses associated with Defendant's required and/or necessary use of her personal cell phone for work.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Elizabeth Novel Cefalu

Elizabeth Novel Cefalu, Esq.

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