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October 26, 2022

Notice Via Online Submission and Fee Via Certified Mail

Department of Industrial Relations, Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

**Re: Notice pursuant to California Labor Code section 2698, *et seq.*,
the Private Attorneys General Act regarding claims of Darrell
Hughes, individually and on behalf of all aggrieved flight
attendants and pilots of United Airlines, Inc.**

Dear PAGA Administrator:

Please be advised that Darrell Hughes (“Claimant”) has retained Lebe Law, A Professional Law Corporation to represent him individually and on behalf of the other aggrieved employees working as flight attendants and pilots for wage and hour claims against their current and former employer United Airlines, Inc., any related entities, and their managers, agents, officers and directors (“United”).

United has violated several Labor Code provisions and is therefore liable for civil penalties under California Labor Code §§ 2698, *et seq.* We request your agency investigate the claims against United. This letter will serve as notice of these allegations pursuant to the Private Attorneys General Act of 2004 (“PAGA”). (Cal. Lab. Code § 2699.3.)

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Factual Allegations

Claimant worked for United from approximately November 2015 until August 2, 2022, as a flight attendant.

On multiple occasions, Claimant has reported for work at his home base airport only to not work his scheduled flight. Moreover, while working as a “reserve” flight attendant, Claimant has reported for work at his home airport base on a “standby” shift, where an employee is to wait on the ready, at the airport for four hours, in case he or she is needed. On multiple occasions, Claimant reported for his standby shift and did not work an actual flight. United did not properly pay reporting time penalties for such shifts as required by law.

During a flight, Claimant and the Aggrieved employees are expected to be alert and on duty at all times for safety. Claimant and the aggrieved employees were expected to make safety and service rounds of the aircraft approximately every fifteen (15) minutes.

Claimant and the aggrieved employees were regularly denied timely and compliant meal and rest breaks. For example, Claimant regularly worked shifts over six (6) hours in length, but he rarely received a thirty (30) minute meal break before the fifth hour. In fact, on many occasions, Claimant was unable to eat at all while working for United. Claimant was only able to “eat on the go” while on duty for United. Additionally, Claimant rarely received a rest break while working for United. Despite this, United never compensated Claimant or the aggrieved employees’ meal or rest period premiums for which they were entitled.

Claimant and the aggrieved employees were required to expend monies in direct consequence of their work for United. For example, Claimant was required to purchase and maintain uniforms from United. Claimant also was required to complete mandatory work training at home on either his personal computer or cellular phone. United failed to reimburse Claimant for any of these expenses. United also failed to pay sick pay at the regular rate of pay for Claimant and aggrieved employees.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

United has failed to maintain a policy that provides its employees with off-duty meal periods as required by California law. Claimant and the other aggrieved employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and the Wage Order. Instead, Claimant and aggrieved employees were prevented from taking legally-compliant meal breaks, including being forced to work during meal periods, not receiving timely meal breaks, not receiving full meal breaks, and not receiving a second meal break for shifts 10 hours or longer. United failed to pay Claimant and the other aggrieved employees the premium compensation at the regular rate of pay mandated by Labor Code § 226.7(b) for these missed meal periods. As a result

of violations of California Labor Code §§ 226.7 and 512 and the Wage Order, United is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

United has failed to maintain a policy that provides aggrieved employees with off-duty rest periods as required by California law. Claimant and the other aggrieved employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Order 9-2001. Instead, Claimant was forced to remain on duty during rest periods while working on the airplane, and attend to customers if needed, never able to be fully off-duty as required by the Labor Code § 512. United failed to pay Claimants and aggrieved employees the premium compensation at the regular rate of pay mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of violations of California Labor Code §§ 226.7, 512 and the Wage Order, United is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Business Expenses

United has violated California Labor Code § 2802 by willfully failing to reimburse Claimant and other aggrieved employees for their reasonable and necessary business expenses. Reasonable and necessary business expenses must be reimbursed to an employee by an employer under Labor Code Section 2802 which provides that: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” United failed to reimburse expenses taken on by Claimant and other aggrieved employees during time in which United would require such employees to use their personal smartphone and home computers in order to complete work mandated trainings and conduct work related communications. Additionally, United required employees to wear and maintain uniforms as a condition of their employment. United did not reimburse Claimant and aggrieved employees for uniform purchases, uniform cleaning, internet or smartphone use. As a result of violations of California Labor Code § 2802, United is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Pay Reporting Time

United has failed to maintain a policy that compensates employees for reporting time pay, in violation of section 5 of the IWC Wage Order 9, in violation of California labor Code section 1198. Section 5 of the IWC Wage Order 9 provides that that on each workday that an employee reports for work as scheduled but is not put to work or is furnished less

than half of the employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay, which shall not be less than the minimum wage. Claimant and the other aggrieved employees were regularly required to report to work but were not put to work and would be sent home early. However, United failed to compensate them with half of the usual or scheduled day's work. Accordingly, for those times that Claimant and the other aggrieved employees were required to report to work but were not put to work or were furnished with less than half of their usual scheduled day's work, Claimant and the other aggrieved employees are entitled to recover from United compensation for half a day's work. As a result of violations of California Labor Code § 1198 and the Wage Order 9, United is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Keep Accurate Records

United has failed to maintain accurate records in violation of California Labor Code section 1174. Labor Code § 1174 requires United to maintain payroll records showing the actual hours worked daily by Claimant and the other aggrieved employees. United has knowingly, intentionally, and willfully failed to maintain records showing the actual hours worked by Claimant and the other aggrieved employees as required by California Labor Code § 1174 and in violation of § 1174.5. As a direct result of United's failure to maintain records, Claimant and the other aggrieved employees have suffered actual economic harm as they have been precluded from accurately monitoring the number of hours they have worked as compared with what they were paid. As a result of violations of California Labor Code Claimant and the other aggrieved employees 1174 and 1174.5, United is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Based on the allegations set forth above, United has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to Claimants and aggrieved employees at the time their employment was terminated. United willfully failed to pay aggrieved employees who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202, including, but not limited to, proper sick pay at the regular rate of pay, meal and rest break premiums at the regular rate of pay, minimum wages and overtime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendant's employ. Pursuant to sections 203 and 256 of the Labor Code, Claimants and aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to United's willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, because United violated California Labor Code §§

201, 201 and 203 of the Labor Code, it is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Keep Accurate Records

United has also violated California Labor Code § 246 by willfully failing to provide mandatory paid sick leave to Claimants and aggrieved employees. United must provide to employees who work for 30 or more days within a year from the commencement of employment 1 hour of paid sick leave at the regular rate of pay for every 30 hours worked. (Labor Code § 246(b)(1).) Claimant and other aggrieved employees were paid sick pay at the base hourly rate rather than the regular rate of pay. As a result, United has failed to comply with Labor Code § 246.

Conclusion

United has violated or has caused to be violated numerous California wage and hour laws. Claimant requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests the agency inform them if it does not intend to investigate these violations so that they may bring a PAGA suit against United on behalf of himself and the other aggrieved employees.

Sincerely,



Jonathan M. Lebe, Esq.
Attorney for Darrell Hughes,
Individually and on behalf of Aggrieved Employees

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