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July 9, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

UNITED AIRLINES, INC.
233 S. Wacker Drive
14th Floor WHQCT
Chicago, IL 60606

Re: *Lawrence Marshall v. United Airlines, Inc.*

Dear United Airlines, Inc.:

This office represents Alexis Brittany Lawrence Marshall. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendant due to Defendant's failure to pay minimum wages, afford meal/rest breaks, failure to issue accurate wage statements, to pay wages due on termination, to reimburse business expenses, provide a uniform maintenance allowance, provide days of rest, to allow inspection of employment records and unfair competition.

Defendant has violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Cedars-Sinai Medical Care Foundation. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY PREMIUM MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1194.3, 1197, 1198; IWC Wage Order No. 9)

Defendant failed to satisfy minimum wage requirements because Defendant failed to afford compliant meal/rest breaks. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 9.

B. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 9)

Defendant failed to provide uninterrupted rest periods as required by Labor Code § 226.7 and the Wage Order No. 9. Plaintiff routinely worked 8 or more hours per day.

By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PROVIDE MEAL PERIODS (Labor Code §226.7; IWC Wage Order No. 9)

Defendant intentionally and improperly failed to afford Plaintiff compliant meal periods. Plaintiff's meal periods were at times afforded late. Plaintiff did not receive premium pay for your failure to afford compliant meal periods.

By virtue of Defendant's unlawful failure to provide compliant meal periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**

(Cal. Labor Code §226; IWC Wage Order No. 9)

Defendant intentionally and knowingly failed to provide Plaintiff with weekly itemized wage statements containing the wages earned by Plaintiff. Further, the payments owed to Plaintiff for minimum wage compensation, failure to afford complaint meal/rest breaks, failure to reimburse business expenses, failure to provide a uniform maintenance allowance, failure to provide days of rest, were not included in gross wages earned by Plaintiff.

Plaintiff was damaged by these failures because, among other things, the failures led her to believe that she was not entitled to minimum wages, compliant meal/rest breaks, reimbursement of business expenses, a uniform maintenance allowance and days of rest, even though she was so entitled and these failures hindered them from determining the amounts of wages owed to her.

E. FAILURE TO PAY WAGES DUE UPON TERMINATION

(Cal. Labor Code §§201-203)

Plaintiff was wrongfully terminated from Defendant's employ and Defendant willfully failed to pay Plaintiff wages due to her.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendant on April 9, 2025. She is still owed minimum wages, premium pay for failure to afford meal/rest periods, premium pay for days of rest and other wages.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff was using her cell phone for business, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802.

Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for all of her business-related expenses incurred in the discharge of her duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employee's wage rate below the minimum wage.

G. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE
(Cal. Labor Code §2802)

Defendant required Plaintiff to wear certain clothing as part of her uniform. However, Defendant did not pay or reimburse for the uniforms. Plaintiff paid for the clothing, shoes and gloves herself.

Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for her uniform expenses. An employer may never impose a financial burden on employees, with respect to purchasing uniforms, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO PROVIDE DAYS OF REST
(Cal. Labor Code §§551, 552; IWC Wage Order No. 9)

Plaintiff was required by Defendant to work 7 days in a row. However, Plaintiff was not paid premium pay when she worked seven consecutive days.

By virtue of Defendant's unlawful failure to pay day of rest premiums to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

I. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about July 9, 2025, Plaintiff's counsel issued written request to Defendant for copies of her personnel records. Defendant has failed and refused to permit Plaintiff to have access to copies of her records.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

J. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and have deprived her of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to her the money and property which Defendant has acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

K. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 218.5, 226(a)(e), 510, 512, 558, 551. 552, 1194, 1194.2, 1194.3, 1198, 1199, 2802 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.