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20 **Pro hac vice* application
forthcoming

22 | Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

COMPLAINT

Plaintiff Ruben Sanchez, through undersigned counsel, files this Complaint for damages and equitable relief against Defendants United Airlines, Inc. (“United”) and the Association of Flight Attendants–Communications Workers of America (“AFA-CWA” or “Union”) (collectively, “Defendants”).

INTRODUCTION

Sanchez had been a loyal United flight attendant for 27 years and 7 months of service. But that career came to an end based on an investigation following an online complaint containing false allegations about comments Sanchez allegedly made on a redeye flight from Los Angeles to Cleveland. The investigation proved the complaint false, but that did not stop United from searching for a reason to terminate Sanchez. And that reason presented itself when the investigation revealed Sanchez's Catholic beliefs on marriage and sexuality, beliefs contrary to United's expressed views on the subjects. With United's culture increasingly hostile to people with traditional religious or conservative political beliefs as well as its older flight attendants, United turned to Sanchez's personal X account to find posts, reposts, and mere "likes" to justify his termination. The content at issue had nothing to do with

1 United and had no effect on Sanchez's exceptional job performance. Then, when it
2 came to taking his grievance to arbitration, the Union dropped its representation of
3 Sanchez for unreasonable and arbitrary reasons, leaving United's unlawful firing of
4 him to stand.

5 United and the Union chose to target Sanchez for retaliation and termination
6 based on his age and his religious and political beliefs and statements, all contrary
7 to the Defendants' Collective Bargaining Agreement ("CBA") and applicable law.
8 Those actions resulted in substantial emotional and financial harm to Sanchez for
9 which he is entitled to relief.

10 **JURISDICTION AND VENUE**

11 1. This Court has jurisdiction over the subject matter of this action
12 pursuant to 28 U.S.C. § 1331 because Sanchez's claim for the Union's breach of its
13 duty of fair representation arising under the Railway Labor Act, 45 U.S.C. § 151 *et seq.* *Air Line Pilots Ass'n, Int'l v. O'Neill*, 499 U.S. 65, 76 (1991) (quoting *Vaca v. Sipes*, 386 U.S. 171, 177 (1967)); 29 U.S.C. § 185(a). The Court has supplemental
16 jurisdiction over Sanchez's remaining claims under 28 U.S.C. § 1367.

17 2. Alternatively, this Court has jurisdiction over the subject matter of this
18 action pursuant to 28 U.S.C. § 1332 because Sanchez's claims are between persons
19 and entities of different states and the amount in controversy exceeds \$75,000
20 exclusive of interest, costs, and attorneys' fees.

21 3. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because
22 Defendants do business in this District and Sanchez was employed by United in this
23 District at the time of his termination.

24 4. Sanchez brings this action under California Labor Code §§ 1101–1105
25 and § 98.6.¹

26
27 ¹ Sanchez has filed a charge of discrimination with the California Civil Rights
28 Division alleging age and religious discrimination under the California Fair
Employment and Housing Act and is awaiting the issuance of a Notice of Right to

NATURE OF THE CASE

2 5. This is a civil action arising from United’s wrongful termination of
3 Sanchez’s employment in retaliation for Sanchez’s lawful exercise of his right to
4 speak and express his Union’s failure to fulfill its duty of fair representation to
5 Sanchez. Specifically, United first investigated Sanchez because of a meritless
6 online complaint about Sanchez’s alleged statements to a colleague on a red-eye
7 flight. But when that investigation proved the allegations false, United then
8 expanded the investigation to fourteen years’ worth of Sanchez’s posts (“the Posts”)
9 on the social media platform X (formerly known as Twitter). Sanchez composed
10 and published the Posts while he was off-duty and away from the workplace.

11 6. In his Posts, Sanchez expressed his personal political views, opinions,
12 and beliefs. In retaliation for Sanchez's exercise of his speech rights, United
13 terminated Sanchez's employment.

14 7. Further, United treated Sanchez differently than his similarly situated
15 younger co-workers and those who did not share Sanchez's religious beliefs.

16 8. United's termination of Sanchez was in violation of the CBA as well as
17 California law that prohibits religious, age, and political expression discrimination.

18 9. The Union is contractually and legally bound to represent Sanchez
19 during the grievance process. Although it initially defended Sanchez, the Union
20 abruptly dropped his representation, not because of any individualized assessment
21 of his case, but for unreasonable and arbitrary reasons.

22 10. Because Defendants took action that harmed him, in violation of their
23 legal and contractual obligations, Sanchez is entitled to the relief sought herein.

27 Sue. Once the Notice of Right to Sue has been issued, Sanchez will amend his
28 complaint to formally add those claims to his Complaint. Even so, the factual basis
supporting those claims is included here.

PARTIES

11. Sanchez is a citizen and resident of the State of Alaska, Borough of Anchorage.

12. Sanchez is a member of the U.S. military, and currently serves as a member of the Alaska Air National Guard 176th Wing.

13. Sanchez was also a member of AFA-CWA and at all relevant times, was represented by AFA Council 42.

14. Defendant United Airlines, Inc. is incorporated under the laws of the State of Delaware with its principal place of business in Chicago, Illinois. Accordingly, United is a citizen of the States of Delaware and Illinois. United operates a hub at Los Angeles International Airport (“LAX”) and thus does business in Los Angeles County, California. Sanchez was assigned to United’s LAX hub at the time of his termination.

15. Defendant Association of Flight Attendants–Communications Workers of America (“AFA-CWA”) is a labor organization that maintains its principal office in Washington, DC. Its duly authorized officers and agents represent or act for employee members across the nation. *See* 29 U.S.C. § 185(c).

16. Pursuant to the Railway Labor Act, the Union is the exclusive representative of United flight attendants, including Sanchez. It has a duty to defend and represent flight attendants, including during grievance procedures.

17. AFA has members at twenty different airlines. Within each airline, the union has a Master Executive Council, made up of Local Executive Councils. Each Local Executive Council President sits on the Master Executive Council as the voting member for the members of the Local Council he or she represents. The Master Executive Council is responsible for coordinating the activities of AFA across an entire airline.

18. Defendant AFA Council 42 is the AFA council to which United flight attendants belong who are based at George Bush Intercontinental Airport (“IAH”)

1 or Austin-Bergstrom International Airport (“AUS”). AFA Council 42 is a labor
2 organization that maintains its principal office in Houston, TX. Its duly authorized
3 officers and agents represent or act for employee members based in Texas at IAH or
4 AUS. AFA Council 42 represented Sanchez during the grievance process in 2023
5 and 2024 until the Union withdrew its representation and his grievance in October
6 2024 when Sanchez could not personally afford to pay the Union’s portion of the
7 arbitration fee.

8 19. After AFA Council 42 handled the first 2 steps of the grievance process,
9 the local counsel then forwarded the matter to the Master Executive Council (MEC)
10 Grievance Chairperson, Maria Torre, who oversees all grievances that go to
11 arbitration. Ms. Torre oversees all the local council grievance committees for United
12 flight attendants.

13 **FACTUAL ALLEGATIONS**

14 20. Sanchez became a United flight attendant on January 7, 1996.

15 21. On May 30, 2023, Sanchez worked United flight 1786, a red-eye flight
16 from Los Angeles, CA to Cleveland, OH. He had been assigned the flight at the last
17 minute. During the flight, in an effort to stay awake while most passengers slept,
18 Sanchez had a private conversation with his fellow flight attendant.

19 22. Sanchez and his colleague discussed their working conditions and
20 everyday life. As they were both Catholic, their discussion turned to Catholic
21 theology and then, with United’s “Pride Month” activities set to start on June 1,
22 Catholic teachings on marriage and sexuality.

23 23. On or about June 3, 2023, an individual going by the name “Danny
24 Bottom” and using the X handle @papichicago, contacted United through United’s
25 X account to make a complaint about Sanchez. According to the complaint, Bottom
26 overheard Sanchez allegedly make comments on Flight 1786 indicating that Sanchez
27 “openly hates black people and is anti-trans.”

28

1 24. Upon information and belief, “Danny Bottom” was not a passenger on
2 Flight 1786.

3 25. Bottom, who had previously harassed Sanchez on social media, also
4 told United that Sanchez “was proud of his Twitter following” and provided United
5 with Sanchez’s X handle.

6 26. United opened an investigation into Bottom’s allegations and used the
7 complaint as a pretext for scouring Sanchez’s personal X account even though he
8 had been on social media for over a decade, had several United employees who
9 “followed” him, and there had been no prior complaints of his social media activity
10 or, more importantly, his treatment of co-workers or customers.

11 27. On June 10, 2023, Sanchez was placed on paid leave so United could
12 investigate Bottom’s complaint. Indeed, all Sanchez was told was that he was to be
13 on paid leave pending an investigation by corporate security.

14 28. United scheduled a video call with Sanchez on June 16, 2023, to discuss
15 the allegations. Prior to that call, United had spoken with the three other flight
16 attendants on Flight 1786 and all of them refuted Bottom’s claims about Sanchez.
17 That investigation was completed by June 14, 2023.

18 29. United began the June 16, 2023 meeting by asking about Sanchez’s
19 conversation with his fellow flight attendant. Sanchez denied making any racial
20 comments. When it came to the allegation that Sanchez was “anti-trans,” Sanchez
21 discussed his conversation with a co-worker during which they discussed church
22 teachings on marriage being between a man and a woman and that a person is unable
23 to change his/her sex. Sanchez also noted that even though he is a gay male, he
24 agrees with the church’s teaching. The in-flight conversation was in low voices in
25 the galley away from all passengers and no passenger reported any issues.

26 30. United’s investigator, Jordan Rayburg, reacted negatively when
27 Sanchez explained the religious basis for his beliefs. Similarly, Sanchez’s union
28

1 representative did nothing to support him when discussing his private conversation
2 with his co-worker, who made no complaint of his interaction with Sanchez.

3 31. United's CEO, Scott Kirby, has already come under scrutiny for his
4 discrimination against employees of faith.² A district judge found that United's
5 policies "reflect[] an apathy, if not antipathy, for many of its employees' concerns
6 and a dearth of toleration for those expressing diversity of thought." *Sambrano v.*
7 *United Airlines, Inc.*, 570 F. Supp. 3d 409, 420 (N.D. Tex. 2021), *rev'd and*
8 *remanded on other grounds*, No. 21-11159, 2022 WL 486610, at *3, *9 (5th Cir.
9 2022) (agreeing that United's employees "are being subjected to ongoing coercion
10 based on their religious beliefs"). A judge on the Fifth Circuit concluded that
11 "[t]hrough both its policy and its official statements to employees, United has
12 demonstrated a 'calloused approach to' and 'apparent disdain for' people of faith."
13 *Sambrano v. United Airlines, Inc.*, 19 F.4th 839, 840 (5th Cir. 2021) (Ho, J.,
14 dissenting from denial of injunction pending appeal).

15 32. Additionally, United has made it clear that it favors younger flight
16 attendants, even announcing at "Backstage 2019," a training program held in
17 Chicago, that United was going to focus on attracting millennial travelers and use
18 flight attendants under 40 in its advertisements.

19 33. Indeed, United has a history of targeting older flight attendants to
20 terminate them for minor violations. *See Stroup v. United Airlines*, 26 F.4th 1147,
21 1154 (10th Cir. 2022).

22 34. Unable to terminate Sanchez based on Bottom's meritless and likely
23 made-up complaint, United turned to Sanchez's social media account to manufacture
24 a basis for his termination—due at least in part to United's objection to Sanchez's
25 religious beliefs, age, and/or political expression.

26
27
28 ² Airline Emps. for Health Freedom, *Putting Your Job On the Line*, YouTube (Dec.
3, 2021), <https://tinyurl.com/49shwcje> (remarks by United CEO Scott Kirby).

1 ***United Investigates Sanchez Because of His Speech***

2 35. Having come up empty with the original allegations, United expanded
3 the investigation to Sanchez's X account. Sanchez's supervisor told him that,
4 because the original complaint referenced Sanchez's X account, Sanchez's entire X
5 timeline was subject to scrutiny.

6 36. Sanchez's timeline began in 2010 when he first opened a Twitter
7 account. United selected 35 of the 140,800 posts that Sanchez had at the time (a
8 grand total of 0.02%) and accused Sanchez of lacking dignity, respect,
9 professionalism, and responsibility on X when Sanchez was off-duty. Yet, many of
10 Sanchez's posts related to his political views (some of which are informed by his
11 religious beliefs) and all of the posts were unrelated to his work for United.

12 37. Further, many mid- and senior-level United management personnel had
13 already been following Sanchez for years, and none of them had reported a problem
14 with his posts going back to 2010.

15 ***United's Social Media Policy***

16 38. United's social media policy purports to cover "all social media" in
17 which their employees "participate ... while [they] are on or off the job, including
18 social media [they] use without a name, under an alias or in private groups."³ Even
19 so, the focus of the policy was on "the way people feel about flying us" and how an
20 employee's social media "can positively impact the experience customers have with
21 our brand."⁴

22 39. As part of its policy, United encourages its employees to use social
23 media, reminding them that "posting about your experiences on social media is the
24

25
26
27 ³ United Airlines, *Working Together Guidelines* 21 (Oct. 2023) (social media sec.
28 dated Apr. 2023), available at <https://tinyurl.com/bfu4e7za>.

⁴ *Id.*

1 best behind the scenes access we can offer" and assuring them that United is "proud
2 when employees share their passion and camaraderie with their followers."⁵

3 40. Indeed, as part of its investigation, United noted three such posts by
4 Sanchez, but did not find any issues with those posts that reference United or
5 Sanchez's work for the company.

6 41. The policy also contains various guidelines, most of which had nothing
7 to do with the posts United chose to highlight in its investigation. Indeed, when
8 properly read in context, to violate the policy, the posts, at very least, must have a
9 direct impact on United's employees and/or customers. Yet United offered no
10 information to suggest Sanchez's off-duty, personal posts had any negative effect on
11 his co-workers or a customer's experience with United.

12 42. For example, United's Social Media policy requires⁶:

- 13 • All pictures, videos or other digital content in United uniform
14 must comply with United appearance/uniform standards.
- 15 • All pictures, videos or other digital content taken in uniform
16 or on United property/equipment should be professional.
- 17 • Social media posts should not negatively impact United's
18 image or brand or violate Company policies.
- 19 • Social media posts directly or not directly related to United
20 should not be suggestive or contain sexual content, which
21 includes nudity or partial nudity.
 - 22 ▪ Please remember: It is not acceptable to have a picture of
23 you associated with United in one post and then another
24 picture being sexually suggestive in another.

25
26
27 ⁵ *Id.*

28 ⁶ *Id.* at 21–23.

- 1 • Social media posts should not link United or its brand to
2 violent or graphic photos or websites.
- 3 • Social media posts should not violate or depict violations of
4 safety rules, Standard Operating Procedures or other
5 Company policies, even if it's a joke or meme.
- 6 • Social media posts should be respectful and not violent,
7 defamatory or bullying in nature to anyone.
- 8 • Social media posts, both public and private, should not be
9 discriminatory, harassing or offensive to persons based on
10 race, ethnic heritage, national origin, sex, sexual orientation,
11 age, physical or mental illness or disability, marital status,
12 religion, employment status, housing status, union
13 activities/affiliation or other characteristics that may be
14 protected by applicable civil rights or labor laws as
15 determined by United.
- 16 • Employees may not use the United uniform, brand or their
17 affiliation with United to make money outside of their
18 employment...
- 19 • Employees may not speak on behalf of United without
20 express authorization from the Company. Be clear that your
21 posts only reflect your views.
- 22 • Employees may not disclose United's confidential business
23 information including changes to schedules, new product
24 offerings or other confidential information on social media
25 accounts.
- 26 • Employees may not post in a negative or derogatory manner
27 about United's customers or other employees or violate their
28 right to privacy. Examples include:

- Complaining on social posts about a specific United customer or customers in general [or]
- Posting about a celebrity or other notable person being on a United flight or what they were like as a customer.

43. The policy further states:

Generally, United does not actively monitor employees' personal social media accounts. However, there may be occasions where an employee's personal social media activity may be viewed by individuals at United and their identity determined if the post is without a name or under a false name. If United is made aware of content on social media involving an employee that potentially violates these standards, we have the right to investigate and take appropriate action. We will take into account many factors, including but not limited to the type of posting, audience, impact to the brand and our corporate reputation and any previous counseling or coaching. Appropriate action can be anything from asking you to remove a certain post in minor cases to termination in cases of significant misjudgment.⁷

Sanchez's Posts

44. X, formerly known as Twitter, is a social networking platform. Sanchez has had an X or Twitter account since 2010. *See* Ruben D. Sanchez Jr (@rdsanchezjr), X, <https://x.com/rdsanchezjr> (last visited Jan. 14, 2024).

45. X allows its users to post content and see content posted by other users. X also allows its users to follow, and be followed by other users who post on X. Sanchez uses X to associate with and communicate with other X users, especially his followers and those he is following. X thus provides a vehicle for the exercise

⁷ *Id.* at 23.

1 of several constitutionally protected freedoms, including the freedom of thought, the
2 freedom of belief, the freedom of speech, and the freedom of association.

3 46. Sanchez uses X, in part, to express his personal, religious, and political
4 views, opinions, and beliefs. Sanchez appreciates that X has never attempted to
5 censor his speech, including the posts for which Defendants subjected Sanchez to
6 discrimination and retaliation. Sanchez knows that he is responsible for the content
7 of his posts on X.

8 47. United, however, has sought to exercise complete and unfettered
9 control over Sanchez's X posts/speech through an overbroad reading of its social
10 media and "Working Together" policies. Such actions are in violation of state law
11 as set out below and a strained and unreasonable interpretation of the rights granted
12 to Sanchez under the CBA. Further, the scope of social media policies such as
13 United's have been found unlawful by the NLRB in circumstances analogous to the
14 rights granted to Sanchez under the Railway Labor Act.

15 48. Sanchez's X profile header prominently notes it is his "Personal
16 Account" and lists his military affiliations but nothing about United. *Id.* At no time
17 does he represent that he speaks on behalf of United.



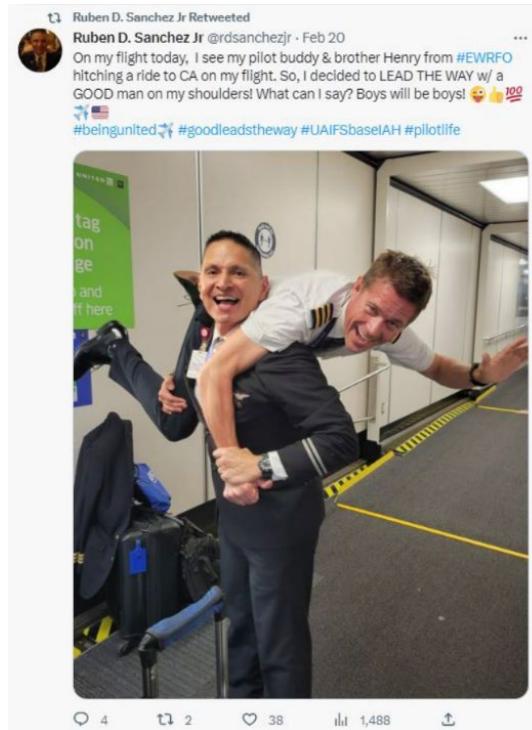
24 **Ruben D. Sanchez Jr.**
25 @rdsanchezjr
26 US AirForce NG Airman/ @USC alum 🇺🇸 🇲🇽 🇵🇹 #actorslife 🎭 /prior US Army
27 15T, 13F/ #Chicago native
28 Personal Account
Joined January 2010
Anchorage, AK Instagram.com/@rdsanchezjr Born April 4
11.4K Following 10.8K Followers 6 Subscriptions

1 49. In an attempt to justify Sanchez's termination, United noted that a
2 "review of your Twitter account found multiple posts promoting the Company which
3 includes one of you in your flight attendant uniform." Of course, that is precisely
4 what United asks its employees to do in its social media policy. Further, none of
5 those posts were found to violate any United policy.

6 50. United identified two posts where Sanchez reposted news articles about
7 United.



1 51. United also references a several months old humorous photo of Sanchez
2 carrying a pilot over his shoulder, suggesting this created a “nexus” between his
3 personal X account and his job at United. At the same time, United offers nothing
4 to suggest any issue with the post itself.



19
20 52. United then accused Sanchez of racism because he chose to repost a
21 post by former San Francisco Giants baseball player Aubrey Huff that itself
22 contained a repost of a video showing a fight in a public place with a comment (not
23 by Sanchez) about “worthless people” and no reference to race at all. United also
24 included ten replies to Mr. Huff’s post, none by Sanchez.

25 53. In another post, Sanchez expressed an opinion critical of Michelle
26 Obama in a comment on someone else’s post about her. United again included
27 comments to that original post from six other X users having nothing to do with
28 Sanchez.

1 54. At no time did Sanchez express or “endorse[] hostility towards the
2 black community” as he was accused of by United.

3 55. United then accused Sanchez of attacking the “transgender
4 community.”

5 56. Sanchez has openly described himself as gay. He reposted or liked
6 other X users’ criticisms of uniting the lesbian, gay, and bisexual movement with
7 the transgender movement, expressing the political opinion that the transgender
8 movement is distinct and does not further the “LGB” movement.



20 57. United included several reposts from other gay men expressing the
21 same opinion.

22 58. Finally, United noted that Sanchez’s account “contains content that
23 reflects negatively on people of size.”

24 59. Sanchez did repost commentary about the obesity and overweight
25 problem in the United States. This issue is a hot political topic, with “[n]early three-
26 quarters of U.S. adults [being] overweight or obese” and the nation’s “growing
27
28

1 burden of weight-related diseases.”⁸ It also figured prominently in the presidential
2 race, championed by Robert F. Kennedy, Jr., who has now been nominated for
3 secretary of the U.S. Department of Health and Human Services.⁹

4 60. In one of his reposts, Sanchez makes it clear that calling out a weight
5 problem in the United States is not out of “hate” but to affect positive change out of
6 concern.

7  Ruben D. Sanchez Jr Retweeted
8  Alan Roberts  @TheMFingCOO · Apr 25 ...
9 Dear fat people that think I hate them because they are fat,
10 If I actually hated you I'd want you to stay fat and even get fatter. That way
you'd be gone quicker.
11 Sincere,
12
13 Angry Bald Man
14  22  26  251  8,877 

15
16 61. Indeed, Sanchez reposted another user’s post that specifically noted
17 how airlines, including United, treat “passengers of size” by requiring them to buy
18 an extra seat. Sanchez used this as an example to demonstrate that simple criticism
19 or expressing disagreement is not “discrimination” in the negative connotation that
20 United suggests here.

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24
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26 ⁸ Nina Agrawal, *Three-Quarters of U.S. Adults Are Now Overweight or Obese*,
27 N.Y. Times (Nov. 14, 2024), <https://tinyurl.com/3arsdu6z>.

28 ⁹ Robert Pearl, *How RFK Jr. Could Reverse Our Nation’s Illogical Approach To
Obesity*, Forbes (Dec. 9, 2024), <https://tinyurl.com/4x3euucc6>.

1  Ruben D. Sanchez Jr
2 @rdsanchezjr

3 There is time when saying someone was of a
4 discriminating nature was a great compliment and
5 sign of high respect!!

6  Oilfield Rando @Oilfield_Rando · 5h

7 Real problems started happening when the word “discrimination” was given
8 an entirely negative connotation.

9 Guess what? There are many times when discrimination is actually good.
10 twitter.com/cnn/status/166...

11 3:49 PM · Jun 12, 2023 from Inglewood, CA · 125 Views

12     

13  Oilfield Rando
14 @Oilfield_Rando

15 Real problems started happening when the word
16 “discrimination” was given an entirely negative
17 connotation.

18 Guess what? There are many times when
19 discrimination is actually good.

20  CNN  @CNN · 6h

21 While a number of airlines, including United Airlines, require “passengers of
22 size” to buy an additional seat in advance, some refund the purchase if one or
23 more seats are available after take-off. However, there is no universal standard
24 as such. cnn.it/43BmSuh

25 1:04 PM · Jun 12, 2023 · 6,505 Views

26 22 Retweets 1 Quote 109 Likes

27     

28 62. United included several other posts in its initial investigation that are
not referenced in its termination letter that simply show United was looking for any
1 reason to terminate Sanchez. Indeed, United’s termination letter makes it clear that
2 the original complaint by Bottom (on which Sanchez was exonerated) was not even
3 considered when making the decision to terminate a nearly 28-year exemplary
4 employee. Rather, United relies exclusively on personal social media posts that have
5 nothing to do with Sanchez’s job performance as required by the CBA to justify his
6 termination.

7 63. Sanchez’s suspension was supposed to only last 30 days, but it was
8 extended due to his mandatory military service leave.

9 64. When he returned to United in November 2023, Sanchez was
10 reassigned to United’s LAX hub. He remained on paid leave and was not permitted
11 to fly.

12 65. On January 8, 2024, United met with Sanchez to terminate him for his
13 religious and political beliefs, all in violation of the CBA and applicable law that
14 prohibits such retaliation and discrimination. This was confirmed by letter dated
15 January 10, 2024.

16 66. United’s decisions, including its targeting of Sanchez throughout the
17 investigation, and its ultimate decision to terminate him, were made with the

1 knowledge and approval of those who qualified as “an officer, director, or managing
2 agent” of United. Cal. Civ. Code § 3294(b).

3 ***The Unions Drop Their Representation of Sanchez***

4 67. United’s flight attendants are represented by the AFA-CWA. The
5 current union agreement is the 2016–2021 Flight Attendant Agreement (“CBA”).¹⁰
6 The parties have been unable to reach an understanding on a new agreement.

7 68. Under the CBA, “A Flight Attendant who has passed the probationary
8 period shall not be disciplined or discharged without just cause.” CBA Sec. 23.A.8
9 (p. 194).

10 69. Additionally, “The Company and Union recognize the value of a
11 diverse Flight Attendant workforce and share a mutual commitment to a workplace
12 free of discrimination in which it is unacceptable to engage in offensive behavior
13 based on protected categories. The Company shall not discriminate with regard to
14 terms and conditions of employment based on age, ... religion, ... or any other
15 protected category under applicable law.” CBA Sec. 3.S (p. 19).

16 70. Per the terms of the Collective Bargaining Agreement, Sanchez is
17 entitled to union representation if United conducts an investigation that may lead to
18 disciplinary action or discharge. CBA Sec. 23.A.1 & 2 (p. 193).

19 71. Before any investigation, a flight attendant “shall be notified in writing
20 of the precise charge or charges being investigated[.]” CBA Sec. 23.A.2 (p. 193).

21 72. A flight attendant who is disciplined or discharged has thirty days to
22 file a grievance to dispute that decision. CBA Sec. 23.A.9 (p. 194). The grievance
23 process provides for escalating procedures to resolve the issue, culminating in a
24 proceeding before the System Board of Adjustment. CBA Sec. 23.B–D (pp. 194–
25 98), Sec. 24 (pp. 206–07).

26
27 ¹⁰ United Airlines, Inc. & Assoc. of Flight Attendants-CWA, 2016–2021 Flight
28 Attendant Agreement (Aug. 28, 2016), available at <https://cdn.afacwa.org/docs/cba/united/united-2016-2021.pdf>.

1 73. During the initial meeting on June 16, 2023, the Union did nothing to
2 defend Sanchez.

3 74. The Union initially defended Sanchez through Steps 1 and 2 of the
4 Grievance procedure. During the Step 2 process, the union representative told
5 Sanchez that he “didn’t say anything bad.” She noted that Sanchez was entitled to
6 his opinion, that he was not talking about any employee or customer, and that United
7 was just overreacting. The Union then abruptly changed course, dropping his
8 representation when it came to arbitration.

9 75. The Union told Sanchez it would wait to determine if it would represent
10 him in arbitration as it wanted to wait for the results of another arbitration, the facts
11 of which were never shared with Sanchez other than that it involved social media.
12 At no point did the Union provide Sanchez with any evaluation of his claims or
13 suggest that an individualized assessment of Sanchez’s case factored into its
14 decision.

15 76. As the Supreme Court has held, “[i]n administering the grievance and
16 arbitration machinery as statutory agent of the employees, a union must, in good
17 faith and in a nonarbitrary manner, make decisions as to the merits of particular
18 grievances.” *Vaca*, 386 U.S. at 194. The Union failed to abide by this long-standing
19 requirement in Sanchez’s case.

20 77. The Union’s decision not to pursue arbitration on behalf of Sanchez
21 was arbitrary and in bad faith. Indeed, the Union had a solid basis to challenge
22 United’s social media policy on a facial basis under an August 2023 National Labor
23 Relations Board decision, which provides clear analysis of why United’s policies
24 and actions violated Sanchez’s rights. *Stericycle, Inc. & Teamsters Loc.* 628, 372
25 N.L.R.B. No. 113 (2023), slip op. at 1 (finding policy that a reasonable,
26 economically dependent employee may find to preclude “statutorily protected
27 activities” was facially unlawful, similar to several of the provisions in United’s
28 social media policy). Further, the fact none of the X posts United relied on to

1 terminate Sanchez had anything to do with United, or Sanchez's work on behalf of
2 United, provides solid evidence that Sanchez's termination was in violation of the
3 CBA. Indeed, the union representative noted as much during the Step 2 process.
4 Lastly, United's negative reaction to Sanchez's religious beliefs during the June 16,
5 2023 meeting and United's history of discrimination against employees of faith,
6 more than justified taking Sanchez's claims to arbitration.

7 78. In August 2024, the Union told Sanchez that if he raised the Union's
8 half of the arbitration costs and hired his own attorney, he could continue with the
9 arbitration, but the Union would not represent him.

10 79. Sanchez attempted to raise money to fund his arbitration, but he did not
11 raise enough in time. Accordingly, on October 17, 2024, the Union told Sanchez
12 that his arbitration was cancelled, and his grievance withdrawn.

13 80. This is not the first time the AFA-CWA has failed to support religiously
14 observant employees.

15 81. In 2022, two Alaska Airlines flight attendants sued AFA-CWA after
16 the flight attendants questioned Alaska Airlines' support for the 2021 Equality Act,
17 a proposal that would have added LGBTQ protections to federal civil-rights law.
18 *See Brown v. Alaska Airlines, Inc.*, No. 2:22-cv-668-BJR, 2024 WL 2325058, at *24
19 (W.D. Wash. May 22, 2024), *appeal docketed*, No. 24-3789 (9th Cir. June 18, 2024).

20 82. The Alaska Airlines workers' suit alleged the AFA-CWA Master
21 Executive Council did not support the employees but instead reported their
22 comments to company officials.¹¹ *Id.* at *23.

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¹¹ Jon Brown, *Union Boss Reported Flight Attendants Fired for Opposing the Equality Act, Court Filing Says*, Christian Post (Jan. 19, 2024), <https://tinyurl.com/yfnbayyz>.

1 ***United's Treatment of Sanchez's Co-Workers***

2 83. Sanchez respects the rights of his co-workers to express their views on
3 social media, even if they differ from his own, and he remains personally fond of his
4 many friends at United and the Union.

5 84. United's termination of Sanchez is disproportionate to how United
6 treated other United employees who posted non-work-related matters on social
7 media.

8 ***Incident #1***

9 85. For example, an author for the popular online travel blog, *The Points*
10 *Guy*, assigned to review United's flights, wrote a Twitter thread about his difficulties
11 getting an alcoholic beverage from a United flight attendant.¹²

12 86. A United flight attendant then responded to that thread. Her social
13 media cover photo depicted her in a United flight attendant uniform posing in a
14 United cockpit, along with other photos of her at work.¹³

15 87. The flight attendant told the reviewer that “[f]ood service is just a perk
16 ... they are trained safety professionals to evacuate customers in a burning
17 crash...even the drunks! [laughing emojis].” She then told the reviewer, “[a]llways
18 the drunks causing the issues. Free alcoholic...they drink like camels.”¹⁴

19 88. When the reviewer contacted United, a spokesperson responded that
20 “This is a flight attendant's personal Twitter account. However, our expectation is
21 that our flight attendants will treat our customers with respect whether that is inflight
22 or online. We are reviewing the other concerns expressed.”¹⁵

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¹² *The Problem With United FAs. Even I'm Fuming At This!*, Arliners.net: Civ.
25 Aviation F., <https://www.airliners.net/forum/viewtopic.php?f=3&t=1396871>
(archive of Twitter thread).

26 ¹³ *Id.* (post of @Gianna1809 (Oct. 25, 2017)).

27 ¹⁴ *Id.* (posts of @Gianna1809).

28 ¹⁵ Zach Honig, *A Flight Attendant Attacked Me on Twitter. Drama Ensued.*, The
Points Guy (June 20, 2018), <https://tinyurl.com/2tvcu3v7>.

1 89. Sanchez believes that discovery will reveal that United treated the
2 investigation and punishment in this case differently than it did for Sanchez.

3 *Incident #2*

4 90. Another incident a little over one year ago, a United pilot, Ibrahim
5 Mossallam, wrote a Facebook post praising the Hamas October 7th terrorist attacks,
6 referring to their actions as “brave.” He also wrote that “the mass media is
7 manipulated in a political and biased way to show a non-conquering narrative of
8 Palestine,” and that Hamas’s terror attacks were not “without provocation from the
9 other side.”¹⁶

10 91. Mossallam was suspended with pay during an investigation but, upon
11 information and belief, was back flying for United after being suspended for a
12 month.

13 92. His biography as the Board Vice-President of the Council of American-
14 Islamic Relations in New York still describes him as “a professional international
15 airline pilot.”¹⁷

16 93. Sanchez believes that discovery will reveal that United treated the
17 investigation and punishment in this case differently than it did for Sanchez.

18 *Incident #3*

19 94. Another United flight attendant, Alexa Wawrzenski created a social
20 media account featuring pictures of herself in uniform and wearing a bikini, with a
21 link to her OnlyFans account, where she promised “[e]xclusive private content you
22 won’t see anywh[ere else].”¹⁸

23
24 ¹⁶ *United Airlines Suspends Pilot After Praising Hamas’s October 7 Attacks*,
25 Jerusalem Post (Nov. 25, 2023), <https://www.jpost.com/israel-news/article-774560>.

26 ¹⁷ *Ibrahim R. Mossallam*, CAIR NY, <https://www.cair-ny.org/ibrahim-headshot-bio>
(last visited Jan. 15, 2024).

27 ¹⁸ Mia Taylor, *Former United Airlines Attendant Allowed to Proceed With Gender*
28 *Discrimination Case*, MSN, <https://tinyurl.com/ym3nhvwt> (last visited Jan. 15,
2024).

95. Upon information and belief, and as alleged by Wawrzenski, male United employees with similar accounts are treated differently. Those accounts feature pictures of themselves in uniform and partially undressed.¹⁹

96. Unlike Sanchez, Wawrzenski was first given the opportunity to delete all photos of herself in uniform from her social media account in order to resolve the matter. She did so, but United claimed she missed one where a heavily filtered photo still showed the faint outline of her uniform. United then fired her.²⁰

97. Sanchez believes that discovery will reveal many more examples of United treating employees who allegedly engaged in the same conduct as Sanchez differently, thus establishing a breach of the CBA in his case as well as discrimination on the basis of religion and age.

FIRST CLAIM FOR RELIEF:

WRONGFUL DISCHARGE

California Labor Code § 1101 *et seq.*

Against United Airlines

98. Sanchez re-alleges and incorporates by reference all prior paragraphs of this Complaint as though fully set forth herein.

99. Section 1101 of the California Labor Code provides:

No employer shall make, adopt, or enforce any rule, regulation, or policy:

(a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office.

(b) Controlling or directing, or tending to control or direct the political activities or affiliations of employees.

Cal. Lab. Code § 1101.

¹⁹ See *id.*

20 *Id.*

1 100. In violation of Section 1101(a) of the California Labor Code, United
2 terminated Sanchez's employment based on his social media posts, thereby
3 unlawfully forbidding or preventing Sanchez from engaging or participating in
4 politics.

5 101. In violation of Section 1101(b) of the California Labor Code, United
6 terminated Sanchez's employment based on his social media posts, thereby
7 unlawfully controlling, directing, or tending to control or direct Sanchez's political
8 activities or affiliations.

9 102. Section 1102 of the California Labor Code provides:

10 No employer shall coerce or influence or attempt to coerce or
11 influence his employees through or by means of threat of
12 discharge or loss of employment to adopt or follow or refrain
13 from adopting or following any particular course or line of
14 political action or political activity.

15 103. In violation of Section 1102 of the California Labor Code, United
16 coerced, influenced, or attempted to coerce and influence Sanchez because of his
17 social media posts by means of a threat of discharge or loss of employment to adopt
18 or follow or refrain from adopting or following any particular course or line of
19 political action or political activity; and United actually carried out that threat of
20 discharge or loss of employment.

21 104. The termination of Sanchez's employment was substantially motivated
22 by United's disagreement with Sanchez's political beliefs and its actions caused
23 Sanchez harm.

24 105. United's attempt to curtail Sanchez's political expression outside of the
25 workplace and control his political expression standing alone implies an employer
26 policy in violation of Sections 1101 & 1102 of the California Labor Code. *See*
27 *Smedley v. Capps, Staples, Ward, Hastings & Dodson*, 820 F.Supp. 1227, 1230
28 (N.D. Cal. 1993) ("Similarly, if plaintiff had been instructed to curtail her gay-

1 oriented political activities outside the office, this would constitute a violation of
2 § 1101.”); *Ross v. Indep. Living Res. of Contra Costa Cnty.*, No. C08-00854 TEH,
3 2010 WL 1266497, at *6 (N.D. Cal. Apr. 1, 2010) (“The allegation that Ross was
4 terminated as a result of his political activity is sufficient to plausibly suggest the
5 existence of such a policy.”).

6 106. The termination of Sanchez’s employment served as an implicit
7 warning and message to United’s other employees that the expression of views
8 departing from liberal perspectives on race, political figures, the transgender
9 movement, and public health issues would not be tolerated. *See Napier v.*
10 *Bonneville Int’l Corp.*, No. 2:21-CV-01956-DAD-DB, 2023 WL 4747623, at *10
11 (E.D. Cal. July 25, 2023) (holding such implicit messages constituted an employer
12 policy under Sections 1101 & 1102).

13 107. United’s actions were done with the knowledge, approval and even at
14 the direction of individuals who served as “officer[s], director[s], or managing
15 agent[s]” of each Defendant. Cal. Civ. Code § 3294(b).

16 108. Section 1105 of the California Labor Code provides:

17 Nothing in this chapter shall prevent the injured employee from
18 recovering damages from his employer for injury suffered
19 through a violation of this chapter.

20 109. These Sections provide employees with a private right of action against
21 employers. *See* Cal. Lab. Code § 1105 (providing for the availability of money
22 damages); *Gay L. Students Ass’n v. Pac. Tel. & Tel. Co.*, 595 P.2d 592, 611 (Cal.
23 1979) (“Thus, since the allegations of the complaint do allege that PT&T has
24 engaged in conduct which violates these statutory provisions, the complaint also
25 states a cause of action against PT&T on this ground.”); *Ross*, 2010 WL 1266497,
26 at *5 (“It is not necessary for [Plaintiff] to plead the elements of breach of contract
27 in order to bring a section 1101 claim.”).

28

1 110. United's actions damaged Sanchez in the loss of his employment with
2 United.

3 111. United's actions further damaged Sanchez by causing him lost future
4 employment opportunities in the commercial airlines industry.

5 112. Sanchez has suffered emotional distress because of United's actions.

6 113. United's harassment and termination of Sanchez were (1) intended to
7 cause injury to Sanchez; (2) amounted to despicable conduct undertaken with willful
8 and conscious disregard of Sanchez's rights under California law; and (3) amounted
9 to despicable conduct that subjected Sanchez to cruel and unjust hardship in
10 conscious disregard of his rights, thus supporting punitive damages.

11 **SECOND CLAIM FOR RELIEF:**

12 **WRONGFUL DISCHARGE AND REFUSAL TO HIRE**

13 **California Labor Code § 98.6**

14 ***Against United Airlines***

15 114. Sanchez re-alleges and incorporates by reference all prior paragraphs
16 of this Complaint as though fully set forth herein.

17 115. Section 98.6 of the California Labor Code provides in pertinent part:

18 (a) A person shall not discharge an employee or in any manner
19 discriminate, retaliate, or take any adverse action against any
20 employee or applicant for employment because the employee or
21 applicant engaged in any conduct delineated in this chapter,
22 including the conduct described in subdivision (k) of Section 96,
23 and Chapter 5 (commencing with Section 1101) of Part 3 of
24 Division 2, ... or because of the exercise by the employee or
25 applicant for employment on behalf of themselves or others of
26 any rights afforded them.

27 (b)(1) Any employee who is discharged, threatened with
28 discharge, demoted, suspended, retaliated against, subjected to

1 an adverse action, or in any other manner discriminated against
2 in the terms and conditions of their employment because the
3 employee engaged in any conduct delineated in this chapter,
4 including the conduct described in subdivision (k) of Section 96,
5 and Chapter 5 (commencing with Section 1101) of Part 3 of
6 Division 2, ... shall be entitled to reinstatement and
7 reimbursement for lost wages and work benefits caused by those
8 acts of the employer.

9 116. In violation of Section 1101(a) of the California Labor Code, United
10 terminated Sanchez's employment based on his social media posts, thereby
11 unlawfully forbidding or preventing Sanchez from engaging or participating in
12 politics.

13 117. In violation of Section 1101(b) of the California Labor Code, United
14 terminated Sanchez's employment based on his social media posts, thereby
15 unlawfully controlling, directing, or tending to control or direct Sanchez's political
16 activities or affiliations.

17 118. In violation of Section 1102 of the California Labor Code, United
18 coerced, influenced, or attempted to coerce and influence Sanchez because of his
19 social media posts by means of a threat of discharge or loss of employment. United's
20 threats and harassment were undertaken in an effort to force Sanchez to adopt or
21 follow or refrain from adopting or following any particular course or line of political
22 action or political activity; and United actually carried out that threat of discharge or
23 loss of employment.

24 119. The termination of Sanchez's employment was done with the
25 knowledge, approval and even at the direction of individuals who served as
26 "officer[s], director[s], or managing agent[s]" of United. Cal. Civ. Code § 3294.
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1 120. Based on those violations, United also violated Section 98.6(a) of the
2 California Labor Code by retaliating against Sanchez for conduct protected by
3 Sections 1101 & 1102 of the California Labor Code.

4 121. United's actions damaged Sanchez in the loss of his employment with
5 United.

6 122. United's actions further damaged Sanchez by causing him lost future
7 employment opportunities in the commercial airlines industry.

8 123. Sanchez has suffered emotional distress because of United's actions.

9 124. United's harassment and termination of Sanchez were (1) intended to
10 cause injury to Sanchez; (2) amounted to despicable conduct undertaken with willful
11 and conscious disregard of Sanchez's rights under California law; and (3) amounted
12 to despicable conduct that subjected Sanchez to cruel and unjust hardship in
13 conscious disregard of his rights, thus supporting punitive damages.

THIRD CLAIM FOR RELIEF:

BREACH OF CONTRACT

Against United Airlines

17 125. Sanchez re-alleges and incorporates by reference all prior paragraphs
18 of this Complaint as though fully set forth herein.

19 126. The CBA provides that United “shall not discriminate with regard to
20 terms and conditions of employment based on age, ... religion, ... or any other
21 protected category under applicable law.” CBA Sec. 3.S (p. 19).

22 127. The CBA also provides that Sanchez may not be terminated except for
23 "just cause." CBA Sec.23.A.8 (p. 194).

24 128. United treated Sanchez differently based on his age and religion, and
25 political beliefs, which are all protected categories under applicable law.

26 129. Additionally, Sanchez was terminated without just cause. United's
27 reliance on Sanchez's non-work-related posts was simply a pretext for his
28 termination as none of the posts concerned or affected his co-workers or United's

1 customers. *See* CBA Sec. 23.D.1 (p. 197) (requiring that “action is justified by
2 legitimate business reasons”). This was done by overstating the “gravity of the
3 offense” and without any consideration to Sanchez’s “seniority, and work record”
4 that showed no prior related discipline. CBA Sec. 23.D.5 (p. 197).

5 130. United’s termination of Sanchez was contrary to United’s Social Media
6 policy, Working Together Expectations, Promoting Dignity and Respect:
7 Harassment and Discrimination policy, and Protection Against Retaliation policy.²¹

8 131. Sanchez was interrogated and investigated for his social media posts
9 because of his age, religion, and political beliefs, while his co-workers who were
10 younger or held different religious and political beliefs were not similarly.

11 132. Sanchez has suffered compensatory damages because of United’s
12 actions. Sanchez should be reinstated with full backpay, benefits, and seniority.

13 **FOURTH CLAIM FOR RELIEF:**

14 **BREACH OF DUTY OF FAIR REPRESENTATION**

15 *Against AFA-CWA*

16 133. Sanchez re-alleges and incorporates by reference all prior paragraphs
17 of this Complaint as though fully set forth herein.

18 134. A union breaches its duty of fair representation if its conduct toward a
19 member is “arbitrary, discriminatory, or in bad faith.” *See Vaca*, 386 U.S. at 190;
20 *see also Beck v. United Food & Com. Workers Union*, Loc. 99, 506 F.3d 874, 879
21 (9th Cir. 2007).

22 135. The union’s duty extends to the investigation and representation of a
23 grievance. *See Evangelista v. Inlandboatmen’s Union of Pac.*, 777 F.2d 1390, 1395
24 (9th Cir. 1985) (“A union’s duty of fair representation includes the duty to perform
25 some minimal investigation, the thoroughness of which varies with the
26 circumstances of the particular case.” (citations omitted)). A union must exercise

28
21 *See supra*, note 3.

1 special care in the discharge context because discharges are the most serious sanction
2 an employer can impose. *Tenorio v. N.L.R.B.*, 680 F.2d 598, 602 (9th Cir. 1982).

3 136. The Union explained it abandoned its duty to fairly represent Sanchez
4 based on the Union's lack of success with other social media cases which were based
5 on facts and circumstances fundamentally different from those involved here. At no
6 time did the Union base its decision on an individualized assessment of Sanchez's
7 claims.

8 137. The Union's failure to individually evaluate Sanchez's case and its
9 decision to abandon his representation on the grounds discussed above was arbitrary,
10 discriminatory, and in bad faith.

11 138. Sanchez was ultimately terminated because the Union abandoned his
12 representation.

13 139. Sanchez has suffered compensatory damages, emotional distress, and
14 out-of-pocket costs due to the Union's actions.

15

16 PRAYER FOR RELIEF

17 WHEREFORE, Sanchez prays for relief as follows:

18 1. Preliminary and permanent injunctive relief requiring United to
19 reinstate Sanchez to his prior position with no loss of pay or benefits;

20 2. A judgment declaring that United's termination of Sanchez's
21 employment violated the Collective Bargaining Agreement and/or was unlawful and
22 in violation of California law;

23 3. A judgment declaring that the Union failed in its duty of fair
24 representation by failing to take Sanchez's grievance to arbitration;

25 4. Compensatory damages, including but not limited to loss of pay and
26 benefits from the date of termination to the date of reinstatement, in an amount to be
27 determined at trial, but exceeding \$75,000;

28

- 1 5. Compensatory damages for loss of future employment in an amount to
- 2 be determined at trial;
- 3 6. Emotional distress damages, in an amount to be determined at trial;
- 4 7. Punitive damages, in an amount to be determined at trial;
- 5 8. Reasonable attorneys' fees and costs; and
- 6 9. Such other and further relief as the Court may deem just and proper.
- 7 10. Sanchez demands a trial by jury.

8
9 Respectfully submitted,

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13 **Pro hac vice* application
forthcoming

14 *Counsel for Plaintiff*

15 Dated: January 17, 2025

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial in this case.

3 Dated: January 17, 2025

4 /s/ Donald M. Falk

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**Pro hac vice* application
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