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THOMAS NEAL MULLINS
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IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

THOMAS NEAL MULLINS, an individual, and JOHN R. SCHOLZ, III, an individual, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization; TEAMSTERS LOCAL 986, a labor organization; UNITED AIRLINES, INC., a Delaware corporation; UNITED AIRLINES HOLDINGS, INC., a Delaware corporation,

Defendants.

CASE NO.: 3:23-CV-03939-EMC

CLASS ACTION

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL.

FIRST AMENDED CLASS ACTION COMPLAINT

1. Plaintiffs, Thomas N. Mullins ("Mullins") and John R. Scholz, III ("Scholz), by and through undersigned counsel, as individuals, and collectively ("Plaintiffs"), on behalf of themselves and a class of similarly situated people currently or formerly employed as Technicians and Other Related employees of United Airlines, Inc. (the "Class," as defined below), bring this action against the International Brotherhood of Teamsters ("Teamsters" or "International"), Teamsters Local 986 ("Local 986" or collectively with the Teamsters "Unions" or "Union Defendants"), United Airlines, Inc. ("United"), and United Airlines Holdings, Inc. ("UAH" or collectively with the United as "United Defendants"), complain and allege as follows.

I. INTRODUCTION

2. Plaintiffs bring this class action for claims arising out of the wage and pay reporting rules and policies of the United Defendants within the applicable statutory periods, which have deprived Plaintiffs and the Class of contractually mandated wages, in an amount exceeding $100 million dollars through Defendants deceitful misrepresentation of Letter of Agreement #29 ("LOA #29") Adjustment Calculation result as 2.6%, or approximately $1.20, when the accurate result was more than six-times that amount, or 15.7% or on average $7.35.

3. Plaintiffs further contend that this reduction was carried out by a secret agreement entered into between the Defendants, unilaterally deciding not to follow the wage calculation and work rules expressly bargained for, agreed upon, and ratified in the collective bargaining agreement ("CBA") between the parties, including LOA #29. Instead, Defendants made up, out of whole cloth, wage and work rules, neither bargained for, agreed to, or ratified, by Plaintiffs and the Class, in order to financially benefit the Defendants, violating the Railway Labor Act ("RLA"), 45 U.S.C. §§ 151 *et seq.* and California Civil Code §§ 1709 and 1710. This illicit and unlawful conduct caused severe financial damages to Plaintiffs and the Class.

4. Plaintiffs, and members of the Class, filed grievances against United to remedy these failures, according to the process provided for in the parties' CBA, as required under the RLA. They also requested the Union Defendants take immediate action on their behalf to assist in seeking their rightful compensation from United. The Unions refused.

5. Instead, the Unions improperly withdrew and closed all grievances related to the LOA#29 Adjustment Calculation as meritless. The Unions did so without any prior notification to, or consent from, any grievant to resolve these disputes in this manner. The Union Defendants in effect resolved the matter entirely in United's favor to the extreme detriment of the Union Defendants' members. In handling the LOA#29 Adjustment Calculation and resultant grievances in this manner, Plaintiffs contend the Unions breached their owed duties of fair representation and oaths to the Teamsters' constitution, by placing their own interests, and those of United Defendants, above the interests of the membership, leaving membership no choice but to seek court intervention to assist in remedying these wrongs.

II. JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Defendants in this action pursuant to the Railway Labor Act, 45 U.S.C. §§ 151 et seq., and 28 U.S.C. §1337(a) relating to "any civil action or proceeding arising under the laws of the United States, and Acts of Congress, affecting and regulating interstate commerce." Subject matter is invoked under 28 U.S.C. §1331.

7. This Court has supplemental jurisdiction over Plaintiffs' state law claim pursuant to 28 U.S.C. §1367(a), which confers federal subject matter jurisdiction over "all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy." Plaintiffs' state-law claim arises from a common set of operative facts as the federal claims, i.e., Plaintiffs' employment with United, the wages paid by United, and Plaintiffs' involuntary membership in the Unions, and thus, is sufficiently related to the claims with original jurisdiction of this Court that the state-law claim forms part of the same case and controversy under Article III of the United States Constitution. Resolving all claims in a single action serves the interests of judicial economy, convenience, and fairness to the parties.

8. This Court also has jurisdiction over Plaintiffs state law claim pursuant to 28 U.S.C. §1332(d), the Class Action Fairness Act ("CAFA"), because the members from the Class exceed one hundred (100) members who are citizens of different states that the Defendants and the amount in controversy exceeds the sum of five million dollars ($5,000,000).

9. Venue is proper in this district, pursuant to 28 U.S.C. §1391(b) and (c) because a

substantial portion of the events or omissions giving rise to the clams occurred in this district and all Defendants conduct substantial business, maintain offices, and employ authorized officers and agents in this district.

III. INTRADISTRICT ASSIGNMENT

10. Pursuant to Civil L. R. 3-2(c) and 3-2(d), this action is properly assigned to either the San Francisco Division or the Oakland Division because a substantial part of the events giving rise to the claims asserted herein occurred in San Mateo County and because Plaintiffs reside in San Francisco County (Plaintiff Mullins) and Alameda County (Plaintiff Scholz).

IV. PARTIES

11. Plaintiff Mullins resides in San Francisco, California and is employed by United as a non-exempt aircraft inspector at United's maintenance facilities serving its airline operations at the San Francisco International Airport ("SFO"). Mullins is a dues paying member in good standing of Local 986, which indirectly also makes him a member of the Teamsters. Mullins has worked for United for almost 40-years and usually works the overnight shift, from 10:30 p.m. to 6:30 a.m.

12. Plaintiff Scholz resides in Pleasanton, California and is employed by United as a non-exempt Hydraulic Mechanical Technician at United's maintenance facilities serving its airline operations at the San Francisco International Airport ("SFO"). Scholz is also a dues paying member in good standing of Local 986, which indirectly makes him a member of the Teamsters. Scholz has worked for United for over 25-years and usually works the first shift from 5:00 a.m. to 1:30 p.m.

13. Defendant Teamsters is an unincorporated labor organization with principal offices and headquarters in Washington, in the District of Columbia. The Teamsters are a bargaining representative of Plaintiffs and the proposed class. The Teamsters regularly conduct and transact business in this district, and throughout California, in carrying out its representational duties and activities on behalf of Plaintiffs and the proposed class.

14. Defendant Local 986 is an unincorporated labor organization and an autonomous affiliated local union of the Teamsters. Local 986 is also a bargaining representative of Plaintiffs and the proposed class and regularly conducts and transacts business in this district, as well as throughout California, in carrying out its representational duties.

15. Defendant United is an air carrier as defined by, and subject to, the Railway Labor Act ("RLA"), 45 U.S.C. §§ 151 et seq. United is incorporated in Delaware and headquartered in Chicago, Illinois, and is a global airline company with employees involved in interstate commerce in conducting United's business activities. United regularly conducts and transacts its airline operations in this district, including employing Plaintiffs and the proposed class. United employs approximately 9,600 technicians throughout the United States, including approximately 2,500 technicians in this district. United is a wholly owned subsidiary of United Airlines Holdings, Inc.

16. Defendant United Holdings, Inc. is a Delaware corporation and the parent company of United. UAH regularly conducts and transacts business in this district in operating its wholly owned subsidiary, United Airlines, Inc.

V. RELEVANT FACTUAL ALLEGATIONS

A. Factual Allegations Common to All Members of the Class

1. General Background

17. The proposed class ("the Class"), of which Plaintiffs are members and which is more fully described below, are non-exempt, hourly, collectively bargained employees, as defined by the RLA, directly hired by, and employed by, United. There are approximately 9,600 members of the Class employed by United to operate and maintain facilities, planes, and equipment for its airline

18. United was, and is, an "employer" as defined by the RLA and California Labor Code ("Labor Code"), employing, and continuing to employ, the Class throughout the United States, including San Mateo County, in California.

19. Members of the Class are required to join affiliated local unions as a condition of their employment with United. At SFO, where Plaintiffs are employed, the Teamsters require the technicians to join one of two local unions, Local 856 or Local 986, based upon an alphabetical division by a technicians last name. Plaintiffs were both assigned to, and required to join, Local 986 due to the first letter of their last names.

20. Both the Teamsters and Local 986 are recognized bargaining representatives of Plaintiffs, according to the governing Teamsters constitution and Local 986 governing bylaws.

21. Article XIV, § 3 of the Teamsters' constitution provides in part, "[e]very member covered by a collective bargaining agreement at his place of employment authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of his employment." Likewise, Section 20(E)(2) of Local 986's bylaws similarly provide the members of Local 986 authorize Local 986 "to act as his exclusive bargaining representative with full force and exclusive power to execute agreements with his employer governing terms and conditions of employment" and "in presenting, processing, and adjusting any grievance, difficulty, or dispute ... ."

22. Under the RLA, 45 U. S.C. § 151, et seq., a local union and its parent organization can be "labor organizations" within the meaning of the RLA. At all relevant times, the Teamsters and Local 986 are "labor organizations" as defined by the RLA and the California Labor Code.

23. The Teamsters' constitution and Local 986's bylaws are enforceable contracts between the Unions and the Class.

2. Contractual Background

24. Plaintiffs' employment with United, as is relevant here, is governed by a collective bargaining agreement, the 2016-2022 "Collective Bargaining Agreement between United Airlines, Inc. and The Airline Technicians and Related Employees and Flight Simulator Technicians and Related Employees In the Service of United Airlines As Represented by The International Brotherhood of Teamsters" ("CBA"), ratified on December 5, 2016.

25. The Teamsters constitution requires all local unions bound by a national agreement must participate in bargaining and, upon the completion of negotiations, shall submit the agreement to the membership for ratification. Article XII, Section 2(a). Thereafter, the local union will sign the agreement, generally by the appointed local union negotiating committee member or other authorized agent, to indicate its intent to be bound. Id. Notably, such "bargaining committee is not an agent of the International Union." Id.

26. The Teamsters constitution also provides, "[w]hen a master agreement negotiated under the provisions of this Article provides for a reopener and re-negotiation, or is voluntarily reopened during its stated term, the above voting procedure shall apply to ratification of the new

terms, if any, ...” Teamsters’ constitution, Article XII, Section 2(c). Local 986’s bylaws similarly require “ratification of agreements or amendments shall be subject to vote ... in accordance with the Constitution and rules adopted by such bargaining group, ...” Local 986 Bylaws, Sec. 26(C).

27. “All contracts hereafter renewed or entered into pertaining to such form or similar form of employment shall likewise be subject to such approval or disapproval of the Local Union and International Union.” Teamsters’ constitution Article II, Sec.2(e). Both the Teamsters and Local 986 have signed the CBA, and are parties to it, accepting both the CBA’s benefits and obligations, on behalf of the affected employee-members, including the Class.

28. The CBA comprises all governing agreements, wage rules, terms, and working conditions for the Class in their employment at United.

29. All bargaining to change the CBA require RLA Section 6 bargaining notice. And, as directed by the Teamsters constitution, such changes require a ratification vote by the effected membership to be valid. Teamsters’ const., Article XII, Section 2; Local 986 Bylaws, Sec. 26(C).

3. Grievances

30. A grievance procedure culminating in compulsory and binding arbitration is also incorporated into the CBA. Article 19 in the CBA provides in part, “[i]n the event of a grievance arising over the interpretation or application of this Agreement ... the following procedure shall be followed:

FIRST STEP

1. The aggrieved employee will first present the complaint to his supervisor for discussion and possible solution within thirty (30) days after the employee or his representative could reasonably have knowledge of the incident upon which the complaint is based ... .

2. If the complaint cannot be resolved through a discussion, the grievance shall be reduced to writing by employee and/or his representative, signed by the employee and/or his representative, and presented to his supervisor within ten (10) calendar days after the date of the discussion…

3. The grievance will be answered in writing by the supervisor, who will send a copy to the grievant, the shop steward and the Union Representative, within ten (10) calendar days after he receives the written grievance.

SECOND STEP

4. If the decision of the supervisor is not satisfactory, the employee and/or his Union Representative may appeal the grievance directly to the Managing Director ... provided such appeal is presented in writing within (10) calendar days after the written decision of the supervisor has been presented to the grievant, the shop steward, and the Union Representative.

5. The Managing Director or his designee will meet to hear the grievance(s) within ten (10) calendar days following the receipt of the written appeal. The grievant, the shop steward and the Local Union business agent shall be entitled to attend this meeting, and shall be allowed a reasonable opportunity to present relevant testimony and information. The Managing Director or his designee shall issue his decision in writing within ten (10) days after the presentation of such relevant testimony and information.

6. Within fourteen (14) calendar days after the receipt of the written decision of the Managing Director or his designee, if the decision is not satisfactory to the employee and his Union Representative, the Union may appeal such grievance to the System Board of Adjustment by serving written notice to the Vice President of Maintenance or his designee at the Company's office.

D. System Boards

... "shall be composed of two (2) members designated by the Company and two (2) members designated by the Union. The Board will meet on a monthly or bi-monthly basis upon mutual agreement by the Parties during the course of the calendar year at stations throughout the system on a rotating basis. Dates for the Board shall be mutually agreed upon prior to the beginning of each New Year. ... The location of the Boards will be determined and mutually agreed upon at the end of each preceding Board. ... The System Board shall render a decision no later than thirty (30) calendar days after it has closed the record in the hearing of the case. If the Board deadlocks, the Union may appeal the case to arbitration.

E. General and Procedural Rules.

1. An employee who serves as a witness and who is not released from his witness duty at least eight (8) hours prior to the start of his next regularly scheduled shift shall be excused from working that shift but shall suffer no loss of pay as a result.

2. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearing and meetings required in connection with a grievance.

3. Upon request, the Union will be provided access to all documents and reports in the Company's possession on which the action taken was based. The Company will likewise be provided access to all documents on which the Union's case is based. Each Party shall be entitled to copies of any such documents that it may determine are needed.

4. [I]f the Union or the Company deems necessary the testimony of witnesses ... the Company is unable to release, the proceedings may be adjourned until such time as the witnesses are able to testify.

5. All time limits will be complied with by the Company, the employee(s), and the Union. If the Company does not comply with the time limits, the grievance will be deemed automatically appealed to the next step. Any Company answers not appealed by the Union in writing within twenty (20) days of the specified time limits at any step of the procedure shall be considered closed on the basis of such answer. It is recognized that Company or Union representatives may request reasonable time limit extensions, and the parties may mutually agree to extend any of the time limits in this Article.

F. Disclosure. Both parties shall agree to a discovery process and they shall be compelled to disclose, to each other, all data/documents and the names of the witnesses to be presented no later than fifteen (15) calendar days prior to the actual date of the System Board of Adjustment and/or Arbitration. ... evidence.

31. The CBA expressly includes the Class as parties who can initiate, access, and participate in, the grievance process. There are no terms in the CBA that waive any statutorily provided grievance right or exclude the Class from this congressionally mandated process.

32. The Teamsters constitution directs all Teamsters officers "to perform its legal and contractual obligations." Teamsters' const., Art. I, Sec.2. And, each officer must "faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union ... [and] refrain from any conduct that would interfere with the Union's performance of its legal or contractual obligations ... ." Teamsters' const., Art. II, Sec.2(a).

33. The rules prohibit any member from, "doing any act contrary to the best interests of the Association or its members." Teamsters' const., Art. VIII, Sec.1. As well as provide for intra-union remedies, "against officers, elected Business Agents, [or] Local Unions, ... or other subordinate bodies" for: (1) violating "any specific provision of the Constitution, Local Union Bylaws or rules of order, or fail[ing] to perform any of the duties specified thereunder;" (2) "violating the oath of office or of the oath of loyalty to the Local Union and the International Union;" (3) "breaching a fiduciary obligation owed to any labor organization;" (4) conduct that "disrupts or interferes, or induces others to disrupt or interfere with, the performance of any union's legal or contractual obligations;" and (5) "[a]ccepting money or other things of value from any employer or any agent of an employer, in violation of law." Teamsters' const., Art. XIX, Sec.7(b).

34. Local 986 bylaws similarly contain an oath of office for each official to pledge to, "act solely in the interests of our members, devote the resources ... to furthering their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union, and to protect the members' interests in all dealings with employers ... and it is the members whom I will serve." Local 986 Bylaws, Sec. 15. A Local 986 official further pledges to, "faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, ... [and] at all times, by example, promote harmony and preserve the dignity of this Union." Local 986 Bylaws, Sec.15.

35. Local 986 Bylaws also provides in part, "failure or refusal by an officer, business agent, steward or other representative ..., upon demand of ... any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his duties ... shall constitute a ground for charges." Local 986 Bylaws, Sec.15.

36. Appeals of decisions, which includes finding grievances lack merit, "shall be taken pursuant to the provisions of Article XIX of the International Constitution." Local 986 Bylaws, Sec. 21, subs. 6. The Teamsters control the appeals of grievances. Teamsters const., Art. VI, Sec.2, 3, Art. XIV, Sec. 3, Art. XIX, Sec. 4,

4. Letter of Agreement #29 ("LOA #29), Industry Reset

37. The CBA between the parties includes Letter of Agreement #29 ("LOA #29"),

which is the agreed upon objective, standardized method of calculating biennial wage increases for the Class to maintain a compensation level at 102% of the combined average compensation level of Class counterparts at United's two main competitor airlines, American Airlines ("American" or "AA") and Delta Airlines ("Delta" or "DL"). See Exhibit 1, 286-289.

38. LOA #29 was negotiated and ratified to establish an objective, standardized method for raises and to reduce typical drawn out and contentious wage negotiations. At the bargaining table for the Class, as is relevant here, were the Unions, rank-and-file members of all representative local unions, and Dan Akins, a Teamsters economist.

39. LOA #29's elements, function, and application, were explained in detail in writing, in video presentations, and during in person meetings, as deriving from publicly available sources to allow for the most possible transparency and ease of actually doing the Adjustment Calculation.

40. Due to the comparative analysis requiring information with two competitor airlines, all information being publicly accessible was compulsory. Notably, several other air carriers use, or have used, a similar mechanism for years, including American, Alaska Airlines and Southwest, in their contracts to provide for wage increases for their technician employees.

41. LOA #29, Paragraph 2, describes how the "Adjustment Calculation" provides the raise. "If the results of the analysis demonstrate that as of the Measuring Date, UALs Annual Wages and Benefits is less than 102 percent (102%) of the combined average of Annual Wages and Benefits under AA CBA and DL CBA, then UAL shall adjust basic wages effective at the beginning of the first pay period after each measurement date to be 102 percent of the combined average. If it is determined that a one-time adjustment will take place, any subsequent pay increases will not take place until such time that the rates in the original UA CBA exceed those rates in the adjusted scale."

42. LOA #29, Paragraph 1 Definitions, subs. h., provides the Adjustment Calculation defining comparator formula as, "Annual Wages and Benefits" is the sum of Annual Employee Wages, Annual Employee Benefits and Time-off Adjustment for 10, 20 and 30 years of service weighted 20 percent, 60 percent and 20 percent respectively."

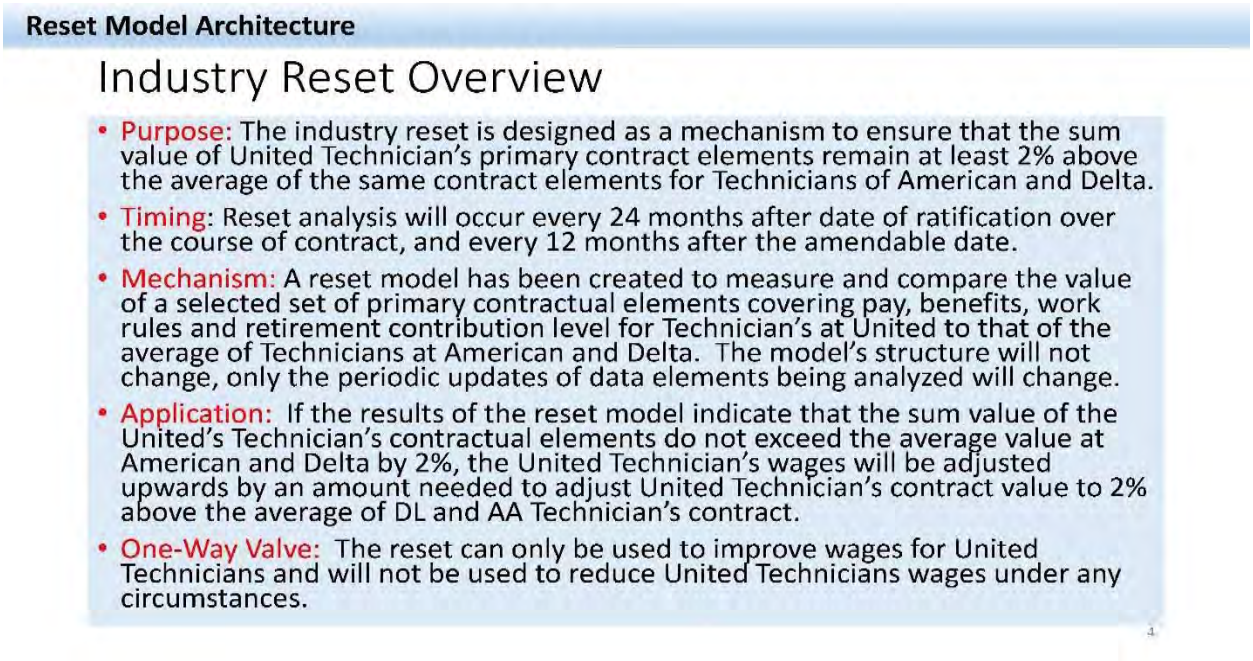
43. LOA #29, Paragraph 1 Definitions, subs. e, f, and g, each provide the definitions for the elements of the Adjustment calculation – Annual Employee Wages + Annual Employee

Benefits + Time-off Adjustment – and how each of those elements is calculated.

44. LOA #29, Paragraph 1 Definitions, subs. i., provides in part, "Scope Adjustment" is a final adjustment based on the ratio of the number technicians and related crafts covered in the IBT CBA per mainline aircraft."

45. Just prior to ratification, on October 18, 2016, the Unions held an informational meeting or "roadshow" at SFO to explain the CBA rules, terms, and conditions. Negotiating committee member, and Teamsters' economist, Dan Akins, provided a comprehensive explanation of LOA #29, meticulously going over all elements, functions, and application of the Adjustment Calculation, including a corresponding PowerPoint presentation.

46. Akins PowerPoint, as he explained, was a draft Cost Model. The presentation depicted each of the elements described in Adjustment Calculation and also included the first or baseline, calculation to not only show the technicians how the Adjustment Calculation worked but also the value of the now CBA should the technicians elect to ratify the Tentative Agreement. Attached below is Akins' roadshow PowerPoint, Slide 4. See Exhibit 2, for entire presentation.



47. Akins stated the Cost Model was negotiated at the bargaining table as part of LOA #29 and would be put in a different excel format for ease of use to perform the mathematical formulations and computations. Akins emphasized the Adjustment Calculation was set, it was "not

something that's under a dark sheet or something that is made up." Akins also confirmed, when asked, that the 5-elements depicted will be the same 5-elements used in the future, and that "they are known, they are not vague, that is what we fought for, real numbers you guys can look at."

Model Comparative Elements

Contract Elements Included in the Reset Analysis

1) Pay
   - Technicians All-in Wages (Basic pay, A&P License Premium, Line and Longevity)
   - VEBA
2) Time Off
   - Annual Vacation, Sick and Holiday Hours
3) Benefits
   - Medical Cost Share
   - Retirement Contribution
4) Profit Sharing
   - Profit sharing % to annual UA pre-tax profits
5) Scope
   - Based on ratio of Technicians heads per mainline aircraft

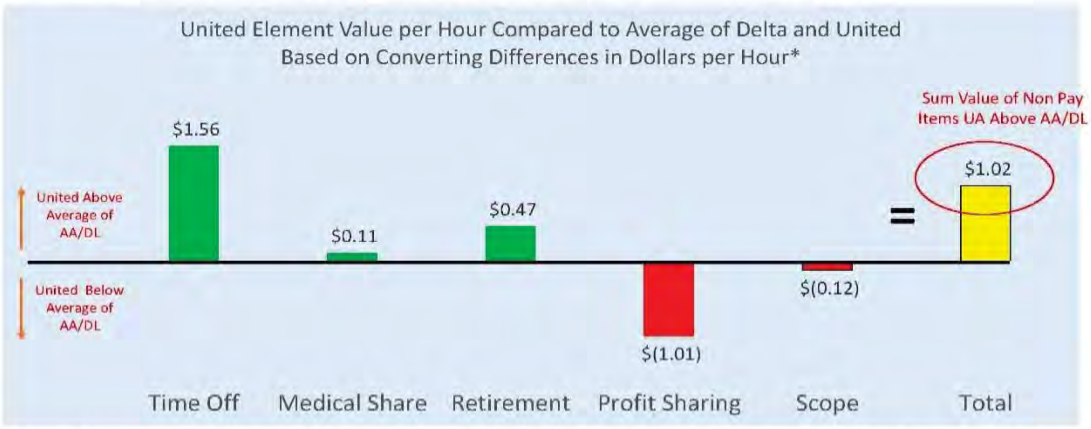
Note: Model analyzes Pay and Time Off element values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate for computability in comparisons.

48. Akins presentation provided a draft Cost Model for each of the elements making up the Adjustment Calculation, including the American/Delta comparisons.

49. One slide grouped all "Non-Pay Items," i.e., everything other than wages. This slide was also described as the "baseline" for the Adjustment Calculation. The sum value of the "Non-Pay Items" is actually $1.01 not $1.02 as depicted on the slide. Nevertheless, Akins explained this was the baseline value for the CBA.

Current Model Example of Non-Pay Items

Current Value of United TA vs. AA and DL Technician's Contract Element Average Costs Excluding Pay



Note: Model analyzes Time Off (Vacation, Sick and Holiday) values at 10, 20 and 30 years of service, weighted 20%, 40%, 20% respectively for headcount. Gaps in all elements besides pay converted to dollars per hour based on UA All-in rate in comparisons.

50. Akins specifically went over each element and each slide. Of note was the explanation of the Retirement element later expanded upon in 20-minute video.

51. Akins was clear the retirement element was the value of what the pension payments to the technicians would be. Bargaining notes also evidence "contributions" are direct reference to the defined contribution plans, a benefit which all three carriers provide to their technicians. With regard to how the defined benefit plan factored in, the slides show the retirement valuation for United technicians at the baseline calculation, at the start of the CBA term, is allegedly 4.2% of annual pay as the defined contribution percentage was 3% at this time.

52. The amount United is required to contribute to properly fund the defined benefit plan does not change the value of the plan to technician. Akins stated the only way there is an increase in any element for any carrier under the reset is by changes in the CBAs or contracts of the measuring parties, i.e., United, American, and Delta.

53. There is no provision in LOA #29 to alter, redefine, or recharacterize these elements of the Adjustment Calculation. Any variance occurs by an update to CBA terms by any of the three airlines, e.g., enactment of a new CBA or awarded wage increases in between measuring periods at any of the three airlines. This obligation has not been modified and is part of the in-force CBA.

54. And, up until the pandemic, MIT had for over twenty years curated this precise information as part of an Airline Data Project.

55. LOA #29, Paragraph 1 Definitions, subs. j., also provided for the Cost Model as "an economic model, based in MS Excel, which calculates Annual Employee Cost. The model is to be agreed upon by economic experts from the company and the union within two months after the date of ratification of UA's agreement as Exhibit "A". If an agreement is not reached within this timeframe, the matter may be submitted for expedited arbitration as provided in Article 1 G.

56. Logically, the sum of all wages and benefits paid to United's workers by United is a cost to United. Therefore, the summation of such compensation can also be understood to be the Annual Employee Cost. Stated another way, the Adjustment Calculation determines the biennial raise and the Cost Model depicts the data used to arrive at the assigned values to do the Adjustment Calculation. All of this information was provided at ratification.

57. LOA #29, Paragraph 2, a clause set apart from the Adjustment Calculation itself, provides, "[t]he parties shall meet to review the Cost Model for the purposes of reaching an understanding of the adjustment analysis. In the event the parties are unable to reach an understanding relative to the adjustment analysis, the matter may be submitted for expedited arbitration as provided in Article 1 G." Again, this "understanding would be having checked each other's math regarding the 5-elements of the Adjustment Calculation.

58. Wages are subject to mandatory bargaining and any change to wages can only be effectuated through bargaining between the exclusive bargain representative(s) and the employer. Under the RLA, this must be proceeded by notification of an intent to so bargain. RLA 156.

59. Any changes to the CBA made outside of Section 156 negotiations is a civil, and criminal, violation. Detroit & Toledo Shore Line Railroad Co. v. United Transportation Union, 396 U.S. 142 (1969).

60. Therefore, any material impact or change to the wage rules the plaintiffs were subjected to would be required to be bargained for, and put to a ratification vote per the RLA, and per the Teamsters' constitution and the Local 986's bylaws.

61. Since ratification, the technicians have agreed to, and ratified, one change related to LOA #29. In January of 2023, the technicians agreed to, and ratified, an extension of the CBA. In exchange for $6.25 of wage increases, the technicians surrendered the Adjustment Calculation for 2023, along with a few other contractual items.

62. The only Cost Model ever provided to the Class, including Plaintiffs, was the draft Baseline Cost Model provided on October 18, 2016.

63. Since the filing of the original complaint, the Unions have stated in court filings and represented in court proceedings that the Cost Model was negotiated between the Teamsters and United shortly after ratification and as required by LOA #29. Such a document would form part of the CBA to which employee-members are entitled to review.

64. The Unions have also represented in recent court filings and proceedings that sometime after ratification the Unions entered into non-disclosure agreements with United that had the effect of recharacterizing the terms and conditions of LOA #29. However, in addition to being

prohibited by the RLA, such a material change required a ratification vote of the membership, according to the Union Defendants' governing documents, which has not occurred.

5. LOA#29 Measurements Performed

65. The biennial measurements were all allegedly performed according to the measuring dates stated in LOA#29 and reported in November of each measuring period.

a. 2018 LOA #29 Adjustment Calculation – First Measurement

66. At the first measuring period, there had been no changes to the CBAs of United or American. American remained in negotiations for its amalgamated CBA following its merger with USAirways. The only discernible changes were the actual profit-sharing monies of the three carriers and any contractual wage scale increases. Delta had wage increases and the profit-sharing increases.

67. United, and the Unions, reported out the Adjustment Calculation result via email to the technicians. United announced due to dramatic increases in the "Non-Pay Items," there would be no "reset" or raise. Despite not a single change to any CBA or contract for the agreed upon "Non-Pay Items," and increases for both American and Delta in profit-sharing superior to United, the "Non-Pay Items" net value provided in 2016 had increased in value, in United's favor, from $1.01 to $3.67. This was the partial Cost Model provided by the Unions.

	United	**Average of AA / D**
Wages	$49.45	$49.31
Non-Pay Items	+ $3.67	
Total Value	$53.12	$49.31
United (+ / -)	107.7%	

68. The announcements stated the Adjustment Calculation would produce no raise.

69. A rudimentary calculation, however, applying the Akins explanations and methods, and assuming no change to the four unchanged "Non-Pay-Items" – Time Off, Medical Cost Share, Retirement, and Scope, but adjusting for Profit-Sharing, yielded an almost exactly opposite result. In order for United technicians to be paid 102% of the combined average of American and Delta technicians, an adjustment to United technicians' hourly wages of approximately $3.88 per hour would need to be made. See chart below.

	United	Average of AA/DL
Wages (All-In)	$49.45	$49.31
Profit Sharing	$ 1.44	$ 3.22
Benefits (Non-Pay Items) **[Used Baseline Numbers + P/S Net]** **[$1.56 + $0.11 + $0.47 + ($0.12) + ($1.44 - $3.22)]**	$ 0.24	
TOTAL WAGES + BENEFITS **[$49.45 + $0.24]**	$49.69	$52.52
ADJUSTMENT CALCULATIONS		
United All-In Wage Rate		$49.69
AA/DL Avg. x 102% = $52.52 X 1.02		$53.57
NET ADJUSTMENT CALCULATION REQUIRED		($3.88)
NET ADJUSTMENT CALCULATION REPORTED		$0.00

70. The result is jarring. Admittedly, the calculation is estimated as the actual Cost Model or any Adjustment Calculation values do not account for the actual Non-Pay Item values allegedly used by United or the Unions in performing and reviewing the result. However, such variances would not be in dollars but closer to cents. None of the CBAs or contracted benefits other than Profit-Sharing had changed. This calculation does use publicly available profit-sharing reports, with weighting and conversion to a per hour figure based on annual wages accounted for.

71. Many technicians across the system pressed for an explanation to substantiate the values reported by United and the Unions. Neither the Unions nor United responded.

72. One SFO technician, Jim Seitz, "checked the math" producing the chart above, which clearly shows a reasonable discrepancy. Believing the reported calculation to be wrong, Seitz showed his calculation to his Local 986 representative, and asked for clarification or an explanation as to which one was correct. Local 986 could not explain it and would not explain it. As a result, Seitz filed a grievance to enforce LOA #29 contractual language against United, i.e., to challenge

the Adjustment Calculation provided by United. The grievance requested all data used to do the computation be provided to "check the math" as well as any other relevant information, including the Cost Model mentioned in LOA#29, if such information was used to calculate the Adjustment Calculation. Other technicians based at LAX, O'Hare, Denver, Newark, Dulles, and Houston similarly asked for an explanation to determine if they had been properly paid.

73. Notably, leading up to the 2018 Adjustment Calculation, Teamsters Airline Division Representative, and Local 210 Business Agent, Vinny Graziano, had advised the technicians in a Teamsters posted letter that the Excel Cost Model would not be provided for the 2018 reset as previously promised. The reason provided was that the NMB had since ordered it kept secret on the NMB servers to protect the Cost Model's highly sensitive nature. At the time of the statement, months prior to the reset, the technicians had no reason to question this or think this was not true. However, when the 2018 Adjustment Calculation was publicized, Seitz asked for the Cost Model, the summation of the Adjustment Calculation to be provided to him in order to "check the math." The Unions refused his requests.

74. Seitz' reset grievance against United was never answered by United. Local 986 simply withdrew the grievance, stating there was no violation because the Unions and United had met and reported the result. The Unions claimed this satisfied their duty under LOA #29 and to the technicians, which included Seitz. The Unions subsequently, without prior notification or consent, withdrew all similar grievances filed across the system as meritless.

75. Despite Seitz' protests of the handling of his grievance, and requests to advance it according to his contractual and statutory rights, United never answered nor did the Unions advance his grievance.

76. Under the Unions representation at United, since 2008, in a case where a grievant wanted to advance his or her grievance from the Second Step to the Third Step, the System Board of Adjustment, where the Union found it meritless and did not want to participate, Local 986 would notify United of the parties' positions – grievant proceeding and union releasing as a no-fund case. This would initiate the Third Step process, if done timely, relieving the union of any responsibility and respecting the grievant's rights. This is still the practice albeit applied at the subjective decision

of Local 986 whim as to whether to honor the grievant's wishes.

77. Seitz made the timely requests to advance his grievance; however, the Unions refused to so advance his grievance, contrary to the CBA and Seitz' statutory rights to access and complete the congressionally mandated grievance process. Local 986 stated because Local 986 did not agree with Seitz assessment of his grievance, they would not advance it. This again is contrary to the practice for all other grievant's under the Unions representation at this time.

78. Some contextual background perhaps illustrates why such a divergent and seemingly impermissible action was taken. At the time of this measuring period, December 2018, tensions were high between United and the technicians and incredibly strained between the Union and its United members.

79. A few weeks prior to the 2018 reset announcement, on October 31, 2018, the membership sued the Unions and United for depriving pre-merger United ("subUA") technicians of 7-years of pension rights and for 7-years of diluting subUA mechanics profit-sharing monies.

80. On information and belief, this lawsuit prompted United to change the agreed upon reset formulation and to have the Teamsters assist United in doing so.

81. The supporting documentation of the lawsuit supported claims that the Teamsters ignored CBA language for its own financial benefit so that it could gain control of the pension required to be part of the post-merger CBA, as well as illicitly gave profit sharing monies to then pre-merger Continental ("subCO") technicians in order to sway sub-CO votes in favor of Teamster pension plan offers.

82. During the negotiations for the current CBA, and during the time of the pension and profit-sharing litigation, the Teamsters routinely called subUA technicians greedy, and not team players, for not wanting to share their profit-sharing monies with subCO technicians. The subCO technicians had voluntarily surrendered those rights in their previous CBA negotiations. SubUA technicians took the position that United had the power to give subCO profit sharing, and should give subCO technicians profit sharing, but that United could not just dilute the monies destined for subUA technicians. SubUA technicians, particularly Scholtz and Jim Seitz, routinely stood up to the Teamsters for purposely dividing and misleading the subCO technicians on these issues.

83. On information and belief, and out of concern for an adverse ruling in the lawsuit that would require it to make restitution for the years' long failure to include subUA technicians in CARP, United began increasing their CARP contribution payments.

84. On information and belief, and in derogation of United's requirements under the Bankruptcy Exit Agreement due to United's merger with Continental, on December 10, 2010, United and the Teamsters secretly agreed that United could delay compliance with the Bankruptcy Exit Agreement in exchange for agreeing the subUA technicians would be enrolled in a Teamsters controlled or administered pension plan rather than putting this issue to a vote as required by the Bankruptcy Exit Agreement

85. Surveys of the subUA technicians revealed an almost unanimous preference (98% of subUA technicians surveyed) for a defined contribution plan albeit with better terms than a United sponsored defined benefit plan. The Teamsters ignored these surveys so as to ultimately control subUA technicians pension benefits. Instead, the Teamsters pushed for, and proposed, plan after plan to United, such as a Teamsters' controlled multi-employer plan, a Teamsters' controlled single employer plan, and a Teamsters' controlled APP plan.

86. These secret dealings prevented and delayed for over 7-years subUA technicians from being enrolled in any pension plan – defined benefit plan or a better defined contribution plan.

87. In conjunction with this, in February 2011, a few short months after the secret deal was agreed to, 4-months after the merger, the Teamsters turned a blind eye while United diluted subUA technician profit sharing pool monies by allowing United to include subCO technicians in the subUA technicians profit sharing pool monies.

88. At this time, subCO technicians had no right to participate in any profit-sharing at United pursuant to the terms of the profit plan and subCO technicians' CBA.

89. While the terms of the profit-sharing plan permitted United to add terms which would give an employee or employee group profit-sharing monies, United did not change the plan's terms to include employee groups with no contractual right to profit-sharing monies. Nor did United amend the plans terms to otherwise include the subCO technicians. Instead, United (which at this time was run by Continental) treated the subCO technicians as participants in the subUA profit

sharing pool although the subCO technicians did not meet the plan's definition of participant. Thus, including the subCO technicians in profit-sharing plan distributions violated the plan's terms.

90. The Unions, and United, also refused to process the grievances filed on these highly significant discrepancies. Both refused to convene the higher stages of the grievance process under similar pretextual and intentionally misleading bases – only the Union can participate at the higher stages of the grievance process. United, for its part, stated they were at the mercy of the Unions and could not permit the technicians to participate in the higher stages of the grievance process without the Unions. United also falsely claimed the grievances in this matter had been properly withdrawn, leaving United without a controversy to resolve.

91. Not only did the Teamsters sit back and do nothing to protect the subUA technicians' rights, but the Teamsters sowed division and discord amongst the two technician groups. The Teamsters called the subUA technicians greedy, selfish, and rats for wanting the Teamsters to defend their rights. Seitz, in particular, was labeled a rat and run out of the union, in a sham trial in which he was not present or represented, on the grounds he was disloyal and his actions were not in the best interests of the Unions.

92. The Teamsters also spread legally and factually false "updates," that insinuated that the subUA technicians were trying to steal subCO technicians profit sharing monies, adding that if the subUA technicians were successful, subCO technicians would have to pay all of the past profit-sharing monies back, with interest and penalties.

93. Sadly, this propaganda worked. The division was sowed. The two technician groups were now at war with one another. Instead of unifying and supporting all of its members equally and properly, the Teamsters arbitrarily discriminated against one group or the other repeatedly for their own financial gain

94. Plaintiff Scholz was one of the named plaintiffs who sued United and the Teamsters for these egregious breaches of trust just before the first Adjustment Calculation was announced. Plaintiff Scholz, and many other technicians across the system, believe this lawsuit caused the Teamsters to acquiesce to all kinds of changes to the work rules, to the CBA, at United's behest lest the full breadth and depth of the Teamsters betrayal of its membership be exposed by United, which

would almost certainly exact a heavy financial penalty on the Teamsters, likely leading to the altering of the LOA #29 formula.

95. In preparing for that litigation, Scholz learned that in 2017, six-months and one day after the CBA was ratified, on June 6, 2017, the Teamsters received a $1.5 million dollar payment from the United. It is a violation of the Railway Labor Act §152 Fourth for a carrier to provide financial assistance to the labor organization in any amount. Neither the Teamsters nor United have ever accounted for this payment as a valid payment for legitimate reasons.

96. Seitz subsequently filed a lawsuit over the handling of his grievance related to the 2018 Adjustment Calculation in this district; however, the lawsuit was ultimately dismissed. The Unions had moved for dismissal of the lawsuit on the grounds the action was untimely, which the court granted. The court never had an opportunity to reach the substantive issues of the dispute.

b. 2020 LOA #29 Adjustment Calculation – Second Measurement

97. The second measurement fairs no better than the first. American has ratified its CBA with its technicians in which significant improvements were obtained in all 5-elements of the Adjustment Calculation. Delta has provided substantial wage increases to its technicians and is posting record profits. However, these gains are somehow largely negated, at least with respect to the Adjustment Calculation as provided by United, whose CBA has not been modified, who have not provided substantial wage increases, and who had dramatically reduced its technicians profit-sharing percentage.

98. On November 11, 2020, United, and the Unions, announced a 7.6% wage increase or approximately $2.94 on average for the technicians. There are no calculations provided, not even the partial Cost Model of 2018. United, and the Unions, summarily state the percentage and average dollar amount raise. There were no numbers for American or Delta to establish whether the 7.6% increase did in fact put United's technicians at 2% above the combined average of American or Delta. At least that calculation was provided in 2018. Neither was the "Non-Pay Items" summary value provided. There was absolutely no basis whatsoever for a technician to know how, and if, he or she was being paid correctly or if the Adjustment Calculation was being done correctly.

99. An elementary calculation using the publicly available wage rates of American and

Delta to determine the combined average wage rate plus 2% yielded an hourly rate of close to $60 dollars, or $59.57, by most accounts. United's comparable wage rate at that time was set at $52.14, which was $7.83 dollars below that of the combined average of American and Delta plus the 2%.

100. There was nothing but a full-throated endorsement by the Unions that United had done the calculation and it was correct. One comment rang truer to the technicians than the others, without irony, the Unions stated, "the Adjustment Calculation is working exactly as intended."

101. As they had before, technicians across the system performed some form of the basic calculation from the publicly available information, all reaching results three sometimes four times higher than the purported $2.94. Many of these technicians filed grievances.

102. At SFO, Jim Seitz and Geoff Wik, were two technicians who filed separate grievances. Once those grievances were lodged with Local 986, an announcement was made for no one else to file a grievance as these two grievances would cover everyone. Under the CBA, United "recognizes the right of the Union to file a group grievance when the issue is common and identical to those employees in the group." Article 19.E.7. The CBA does not waive, expressly or otherwise, a grievant's right to proceed in such a case.

103. Nevertheless, these grievances were closed without any investigation, notification, or consent. This was not without controversy however as the Unions actually revived the grievances after they had formally closed them, only to close them again. The timing of this was notable.

104. On February 4, 2021, the same day Scholz and the other named plaintiffs in the pension and profit-sharing lawsuit had oral arguments on United and the Unions motions to dismiss that case, Local 986 Business Agent Mark DesAngles emailed Seitz and Wik stating the grievances were now reopened. No explanation was provided nor did Local 986 cite to any contractual right under the grievance process to do this. Local 986, when asked, also refused to state who approved, or agreed to do this, on United's end. Neither question was ever answered by email or in the Second Step hearing that was convened on March 4, 2021.

105. Local 986 did nothing to assist, investigate, prepare, or otherwise support these grievances, including refusing to provide any Adjustment Calculation, even if to dispel Seitz' own calculations and valuations. Seitz presented calculations, supporting documentation to support each

of his calculation's mathematical assumptions, computations, and conclusions all culled from the known, publicly available and easily accessible, documents and information necessary to perform the calculation. The only evidence submitted or discussed by Local 986 were the grievances that had been filed by Seitz and Wik. United did not produce any competing evidence or any calculation to substantiate its position.

106. Shortly thereafter the grievances were again closed without prior notification or consent, Seitz and Wik were notified by Local 986 that their grievances were withdrawn for a lack of merit, adding the decision was final this time. Again, Seitz insisted on advancing his grievance as he is entitled to do and again, Local 986 refused to do so. As a result, Seitz filed another lawsuit in this district regarding the Unions, and United's conduct in handling the Adjustment Calculation and the resultant grievance process.

107. After filing their lawsuit, and in anticipation of trial, in April of 2021, Seitz and Wik hired an attorney to assist in investigating the matters before the court. Specifically, they hired an attorney to make Freedom of Information Act ("FOIA") requests and review other financial reports, documents, and information, including Securities and Exchange Commission ("SEC") filings for the three air carriers and IRS Form 5500s.

108. One FOIA request was notable. Responding to a request for the Cost Model stored on its servers, the NMB responded there was nothing to produce as their search had yielded no results. A follow-up conversation between Seitz' attorney and the NMB representative attorney, John Gross, was even more enlightening, when he definitively stated, "we never had the cost model on a server and never would ... we do not have a server like that, we do not use servers like that."

109. This information was introduced as part of Seitz' lawsuit. It was at this time that the reason for not providing the Cost Model shifted. United and the Unions claimed in their motions to dismiss that the real reason no information related to how United was calculating technician pay was because the Cost Model actually contained highly confidential and proprietary information of the kind so sensitive, that if it were to be revealed to anyone, even the bargaining representative of Seitz in carrying out their representational duties, United would be put at an immediate and perilous competitive disadvantage. This explanation went entirely unchallenged and was fully endorsed by

the Unions both in court and to their membership despite the clear bargaining history to the contrary, i.e., everything, every element, every value, is publicly available, "we fought very hard to keep this very simple and all based on five publicly available elements." The Unions have not and cannot reconcile these statements. This fabricated theory persists today.

110. Seitz' case was eventually dismissed by the court. The court concluded in relevant part Seitz had not stated a plausible enough claim for breach of the duty of fair representation as to the Unions, which effectively settled the claim against United as without the breach of the duty of fair representation claim, the court had no jurisdiction to hear the breach of contract (CBA) claim against United. The court seemingly based its reasoning on its accepting the unsubstantiated and frivolous assertion that the Cost Model could not be disclosed because it contained confidential and proprietary information.

c. 2022 LOA #29 Adjustment Calculation – Third Measurement

111. On November 23, 2022, United and the Unions publicized the 2022 LOA#29 Adjustment Calculation via separate electronic postings alleging the Adjustment Calculation. This is the basis of the present controversy.

112. United and the Unions reported that the Adjustment Calculation yielded a 2.6% wage increase or an approximate average raise of $1.20 per hour increase to the Basic Rate.

115. In an undated letter from United to the Teamsters Vinny Graziano, United discusses conducting the 2020 reset stating in November 2020, the Adjustment Calculation outlined in LOA #29 was conducted. The letter further acknowledges the Cost Model is the Adjustment Calculation, and its results, which the actuaries then review and confirm. The letter also refers to the Cost Model "analysis results" as being the results of the Adjustment Calculation.

113. This result even on its face was wildly out of sync with the very public, and known, wage and benefit gains by American and Delta and did not seem plausible. Neither the Unions, or United for that matter, stated the result was anything other than the true, objective result.

114. As had been the case with all of the other Adjustment Calculations, technicians from across the system approached both United and the Unions, including other affiliated local unions regarding the result. All asking for documentation or to show the math, to confirm the amount that

was reported was correct. All were rebuffed.

115. Notably, this time around, United officials, supervisors and managers, surprisingly first responded there had been no violation of the CBA as the Adjustment Calculation was done. Not that the calculation was correct or even that it was entirely confidential. They basically stated they knew people were mad but it was "above their pay grade" and could not do anything about it. They had even been told not to ask about the result process or conclusions.

116. The Union Defendants, including other affiliated local unions, parroted the same response that there was no violation as United was not obligated to provide any information related to this result or to answer any questions as to how the result was reached. In California, an employee has a right to be able to calculate that they were properly paid.

117. Some technicians, including Plaintiffs, "checked the math" in an attempt to verify the reported result. Unsurprisingly, the results were wildly divergent from the results provided by United, and allegedly reviewed and confirmed by the Union Defendants. Notably, their results were within cents of one another; none were dollars apart.

118. Thereafter, grievances were filed throughout the system by members of the Class, including by Plaintiffs, complaining of these computational anomalies. The exact number of grievances cannot presently be ascertained because, as detailed above, the Unions have wrested all information related to the grievance process away from the Class and have squirreled it away onto an electronic system only certain union officials can access. Not one union representative provided any kind explanation, not even a rudimentary calculation, as to how the result was decided upon, conducted, or reviewed.

119. The grievances commonly charged United with having violated the CBA, LOA #29, and sought a basis for this result. Each grievance asked United to provide relevant documentation necessary to intelligently and rationally evaluate the result provided given the mathematical anomalies. Not one grievant or technician was provided any information.

120. The Unions refused to do anything, claiming United had tied their hands and they could not disclose any information. When reminded by the technicians that not only did the Unions have a right to information under the RLA, but also the parties had bargained for, agreed to, and

the CBA expressly authorized, the Union to make requests for relevant information related to grievances, to which United was required to respond, as stated in CBA Article 19.E.3.

121. The response generally was there was no point in asking because United would refuse to respond. Unions made no attempt to request or to make United comply to a request. Many technicians now firmly believe the Unions have entirely abandoned their representation of United technicians.

122. It is well-settled labor law that an employer is obligated to provide information that is needed by a bargaining representative for the proper performance of its duties. NLRB v. Truitt Mfg. Co., 351 U.S. 149. Likewise, the duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement. National Labor Relations Board v. C & C Plywood Corp., 385 U.S. 421.

123. United's response as to why it would not provide any information, including CBA integrated documents, was that "the information was confidential and proprietary, and therefore to provide the information would put United at a competitive disadvantage." This explanation is obviously implausible. The same information would be needed from American and Delta to correctly perform the calculation as written and agreed upon. How could this information be confidential only to United?

B. Factual Allegations Specific to the Plaintiffs

124. Two SFO technicians, Plaintiffs Mullins and Scholz grieved the 2022 LOA #29 Adjustment Calculation. Conspicuously, Jim Seitz has not grieved this calculation. Seitz is no longer a technician at United as he was terminated by United during the pandemic.

1. Mullins

125. Mullins was present for many of the informational meetings held by both United, and the Unions, where the terms and conditions of the CBA, including the LOA #29. Mullins has first-hand knowledge of the October 18, 2016 "roadshow" meeting where the Unions, and Akins, explained in great detail the working of LOA #29, its elements, functions, and application of the LOA#29 Adjustment Calculation. Mullins also has first-hand knowledge that the Cost Model was negotiated at the bargaining table, was finalized at the bargaining table albeit not in MS Excel

format and was to be provided to him and his fellow technicians after each Adjustment Calculation.

126. Mullins recalls Bob Fisher, Edward Gleason, Dan Atkins, Peter Hardcastle, Vinnie Graziano, Chris Griswold, Clacy Griswold, Joe Prisco, Mark DesAngeles, Javier Lectora, and John Laurin as being present to explain the CBA, and LOA #29. All emphasized the process was derived from easily obtainable public information and was designed to keep United technicians paid at least 2% more than their counterparts at the other two legacy airlines, American and Delta.

127. All present stated we were trading profit sharing pool monies, and negotiating over wage increases, for the duration of the CBA for a set formula tied to easily identifiable and available information to calculate wage raises on a biennial basis. Bob Fisher specifically said the idea was to not have the historical drawn out and hostile negotiations with United when the CBA became amendable and also not to have to worry about retro pay because when the CBA became amendable, our raise was done annually instead of biennial by this formula.

128. They all emphasized we would be able to all "check each other's math" if we wanted to. Mullins is aware of at least two recordings of these meetings – one is a voice recording and one is video that was posted online. The Teamsters and Local 986 also made a video for the attendees that they gave with voting materials where Dan Atkins and Peter Hardcastle explain it all again.

129. The stated goal by the Unions and United was Mullins and his co-workers to always be paid more than its two main competitors, American and Delta, technicians – at least 2% more than the combined average of wages and benefits of American and Delta technicians. That would be tested every two years during the CBA duration (six years). Again, after the CBA became amendable, the raise was every year so as to hopefully negotiate a deal faster with United because such a big issue would not have to be dealt with.

130. United's announcement, sent though the intra company email, said the Adjustment Calculation produced a 2.6% increase, which for Mullins was approximately $1.23. Mullins did not see the email until December 5, 2023, but he immediately suspected something was off because in the past two years there have been many increases at American and Delta for all of the five categories that calculate the raise, wages went up, profit sharing was big, and much better benefits yet our contract was the same because it was not amendable yet. Mullins suspected something was

wrong with that $1.23. So, he performed the calculation himself using public information such as LOA #29, the CBAs from American and United, Delta's Tech-Ops info and public press releases, all three airlines SEC documents and announcements, government websites, and the internet, to the best of his ability to at least get an idea if the numbers were right. Below is a mockup of the kind of calculation he did.

	UNITED	AA	DELTA	AA/DL Avg.
WAGES				
Basic Rate	$44.89	$51.18	$48.59	$49.89
License	$ 5.25	$ 5.25	$ 8.00	$ 6.63
Line	$ 1.00	$ 1.00	$ 3.00	$ 2.00
Longevity	$ 1.00	$ 0.00	$ 0.00	$ 0.00
VEBA	$ 1.20	$ 0.73	$ 0.69	$ 0.71
Profit-Sharing	$ 0.40	$ 0.00	$ 0.60	$ 0.30
TOTAL WAGES	**$52.73**	**$58.16**	**$60.88**	**$59.53**
BEENFITS (NET)	**$ 0.64**			
ADJUSTMENT CALCULATIONS				
United Wages + Benefits Rate				$53.37
AA/DL Avg. x 102% = $59.53 X 1.02				$60.72
Net Adjustment Calculation				**($7.35)**
United Reported Adjustment Calculation				$1.23
Missing Wages				**$6.12**

131. Mullins calculation came out to approximately $7.35. Because it was so different, he went to United to confirm that it had been calculated correctly. Mullins also contacted his Local 986 union representative, Dale Mitchell, and asked for an explanation. Mitchell did not have one and said he would look into it. He was irritated that Mullins was asking for proof that the increase was only $1.23.

132. Mitchell eventually agreed to file Mullins' grievance which Mullins had first written out by hand. Mitchell transferred it to, and entered it into, the electronic grievance system on that only Local 986 can access. rank and file no longer can see or access what grievances have been filed, when the SBAs are, or when any arbitrations are happening because at some point in 2019, the Teamsters removed all grievance information and access to the grievance system.

133. United answered Mullins' grievance in writing on January 4, 2023:

> "LOA 29 of the UA/IBT CBA provides, among other things, that economic experts from the Company and the Union agree on a costing model to calculate the industry reset. The parties agreed on the model within the parameters set out in the LOA, and utilized the model for the 2018, 2020and the 2022 industry reset calculations. Much of the data that the model utilizes is publicly available ... like the [American]. Some of the information is Company confidential and proprietary, and can't be shared publicly. And finally, the exact nature of the model and its operation is kept secure because it could put [United]at a competitive disadvantage if our competitors were to have access to it. It is for these reasons that the parties have agreed to maintain the confidentiality of the model."

134. This response by United did not correspond with what Mullins was told at the informational meetings or with what he could read and calculate himself from the CBA or LOA #29 so on January 5, 2023, Mullins told Mitchell to appeal the decision. He also told him the he wanted to be present for the Second Step hearing per my rights under the CBA grievance processes in Article 19-21.

135. Mitchell gave Mullins a copy of that appeal document but he had signed his name on it. This matters because Local 986 has changed the significance of signing your name to a grievance. previously it was an acknowledgement for to be processed. But now, Local 986 had added a sentence above the signature line on the electronic version without telling anyone that says by signing this the grievant agrees to waive their grievance rights and let the union decide it how they choose. Mullins did not want that and so he told Mitchell to remove his signature because he did not agree to that. Mitchell said he signed it because he saw no signature on it, which was for the reason stated above. On January 8, 2023, he said he had fixed it and removed Mullins signature.

136. Mullins tried reaching out to Mitchell several times to check on the status of his grievance and to try and meet with Local 986 to discuss his calculations, and how investigating his grievance was going. Specifically, had Local 986 requested United provide relevant information as required under Article 19(E)(3) of the CBA, and getting the values used in the Adjustment Calculation formula. Mullins called Mitchell several times but Mitchell never met with Mullins to go over anything.

137. On January 16, 2023, Mitchell emailed Mullins to say the Second Step hearing would be the next day. Mullins asked to reschedule given his work schedule but Mitchell refused.

"I acknowledge your request but we are going forward tomorrow as scheduled." The CBA states in Article 19(E)(2) that a witness schedule should be accommodated and so the hearing like this can be rescheduled to accommodate a witness schedule. But Local 986 refused to do so.

138. On January 16, 2023, Mitchell told Mullins it would not matter because Local 986 had consolidated my grievance with another grievance, a co-worker, John Scholz, who is the other named-Plaintiff in this lawsuit at this time.

140. Mitchell never let Mullins explain the calculation, did not present any information on Mullins behalf at the hearing, or on information and belief, never requested any documents for Mullins from United, or do any kind of investigation.

141. Mullins grievance was denied at the Second Step by United on or about January 26, 2023, with a verbatim answer as at the First Step (¶30 above). Mullins is not certain of the exact date United sent the letter because United's Jesse Jandura sent multiple emails but failed to attach the letter to the email. Scholz gave Mullins a copy of the Second Step decision on January 29, 2023.

142. Mullins immediately requested to appeal United's answer to the Third Step. He called Mitchell to do so but Mitchell said Scholz already had and Local 986 was considering it.

143. On February 6, 2023, Local 986 sent Mullins a closeout letter stating grievances had no merit, the matters could not be appealed, and the matter was closed. This made no sense because the Second Step United answer was the exact same answer Mullins received at the First Step, which Local 986 found unacceptable. Out of options, Mullins hired present counsel to initiate this lawsuit.

2. Scholz

144. Plaintiff Scholz also independently performed the calculation to confirm he was being paid correctly and according to the CBA and LOA #29.

145. During the time of the negotiations and ratification of the current CBA and LOA #29, from 2015-2017, Scholz was a Shop Steward with Local 986. As part of his duties, he attended meetings where the CBA and LOA#29 terms and application were discussed in great detail and how to present these unique wage adjustments to the membership.

146. Scholz received some training in the basics of the Railway Labor Act ("RLA") and contract reading as part of his duties as shop Steward. He resigned his position in October 2017.

147. Scholz was also given extensive training on the CBA grievance procedures and the governing documents of the Unions. There is a Teamster guide to grievance handling that explains in detail how to do so pursuant to the Railway Labor Act. It is the standard practice to request documents from the company to investigate a grievance either to support or disprove it. It is the also the standard practice to go over the CBA and any other documents or evidence the grievant might have to support his or her the grievance.

148. It was also the practice to permit a grievant to proceed with their grievance without union support through all the unions, including the Teamsters, by alerting the company to proceed directly with the grievant for the system board. This is called a no-fund case. Since the ratification of the CBA, this has been erratic and unevenly applied to the technicians.

149. Scholz was present for many informational meetings held by both United, and Local 986, where the terms and conditions of the current CBA were explained and discussed, including during the weekly Shop Steward meetings with then Chief Steward John Laurin. LOA #29 was discussed in detail.

150. Scholz is aware of at least two airlines who use, or have used, this model to do raises. American Airlines and Alaska Airlines. At those airlines, United's information is used as part of the calculation. Notably, the name of LOA #29 in the first Tentative Agreement draft was "AA Industry Reset" because it came from American Airlines. Both of those airlines show the basic values and calculations to their employees.

151. Scholz attended the SFO October 18, 2016, "roadshow" where the Unions and the negotiating committee members held a contract informational meeting to explain and pitch the CBA to the membership to vote on. LOA #29, and its components were discussed by Dan Atkins and how they compared to the other two airlines, how they determined the parameters, and how the calculation was to operate. Bob Fisher stated all necessary information to perform the calculation would come from public information so that the members could see how it was being determined. A first calculation was demonstrated and each step explained. There are videos to show this.

152. From the baseline calculation, of the five components – Pay, Time Off, Benefits, Profit Sharing, and Scope – not all would change between the measuring periods. For example,

Time Off and Benefits for the United CBA remained the same because the technicians had not ratified any changes to those components.

153. Similarly, because American and Delta made positive changes to those components for their technicians, any difference between United and the other two carriers was reduced. This was by design so the technicians could all see what was happening. The calculation was said to be entirely based on identifiable information and not on any subjective decision by United or the Unions. This formula was spelled out, set, and finalized by the ratification. The calculation is like checking a paycheck each week by using hours worked and wage rate and then deducting taxes. The result may not be exactly same but it is very close.

154. Until recently, the Massachusetts Institute of Technology (MIT) gathered all of this same information needed for the calculation as part of an Airline Data Project for industry. It can be found at http://webmit.edu/airlinedata/www/default.html. The database has not been updated since the pandemic in 2020. The Airline Data Project collects information for 15-airlines including United, American, and Delta, for all of the components of the Adjustment Calculation.

155. Scholz has used the MIT Airline Data Project data against his own data to "check the math" for the previous two measurements, in addition to the CBAs, Scholz has used Security and Exchange Commission ("SEC") financial docs, and the Department of Transportation ("DOT") Form 41. All of the information needed is, and always has been publicly available and can be gathered from public sources, including those mentioned above. Scholz is aware of these sources because the Teamsters, particularly Dan Akins, told the technicians that these were where the information was gathered from, and where to find them, prior to ratification of the CBA in October 2016. In 2022, Scholz was told this same information is now confidential and proprietary.

156. Scholz did the calculation for the previous measurements and none were accurate. Scholz did not file any grievances because he had heard that a few technicians had filed grievances and Local 986 told everyone to stop filing grievances over this.

157. Scholz also performed a basic calculation to check the math. A mockup of the calculations done by Scholz is reflected in the chart below.

	UNITED	AA	DELTA	AA/DL Avg.
WAGES				
Basic Rate	$44.89	$51.18	$48.59	$49.89
License	$ 5.25	$ 5.25	$ 8.00	$ 6.63
Line	$ 1.00	$ 1.00	$ 3.00	$ 2.00
Longevity	$ 1.00	$ 0.00	$ 0.00	$ 0.00
VEBA	$ 1.20	$ 0.73	$ 0.69	$ 0.71
Profit-Sharing	$ 0.40	$ 0.00	$ 0.60	$ 0.30
TOTAL	**$52.73**	**$58.16**	**$60.88**	**$59.53**
BENEFITS				
Time Off	$1.56			
Medical	$0.11			
Retirement	($0.85)			
Scope	($0.12)			
TOTAL	**$0.70**			

ADJUSTMENT CALCULATIONS	
United All-In Wage Rate [$52.73 + $0.58]	$53.43
AA/DL Avg. x 102% = $59.53 X 1.02	$60.72
Net Adjustment Calculation	**($7.29)**
United Reported Adjustment Calculation	$1.17
Missing Wages	**$6.12**

158. On November 25, 2022, Scholz emailed his union representatives asking for the values for each component to compare to his result. Not the data, but the summary value plugged into the elements of the LOA #29 Adjustment Calculation formula.

159. Scholz emailed Local 986 several times without a response. On December 5, 2022, Local 986 Chief Steward Maurice McDonald respond; however, he did not provide any values and was unwilling to do so. McDonald said "we" cannot have that information. Scholz also asked his United supervisor to provide me with the information; he, too, said he did not have that information and could not provide it. Scholz explained his calculation but he did not budge.

160. On December 8, 2022, Scholz filed a grievance. While Scholz has always checked the calculation for each measurement, Scholz only filed a grievance for the 2022 calculation.

161. On December 8, 2022, United supervisor Mike Richardson answered the grievance, "I am not privilege to this information and/or the numbers." Shortly thereafter Scholz' shop steward entered the grievance into the electronic database for it to be further processed.

162. Between December 8, 2022 and December 19, 2022, Scholz asked repeatedly for assistance from Local 986 to support his grievance and to look into his calculation. The answer each time was the same – cannot see that information and have no right to it.

163. On December 19, 2022, Local 986 apprised Scholz of United's answer to his grievance. The information was proprietary and secret and so it would not be provided. Local 986 accepted that at face value and recommended closing the grievance for lack of sufficient merit.

164. Scholz requested the grievance be appealed to the Second Step of the grievance process and again pressed them to investigate his calculation, reminding them of their own prior statements about the availability of the information, and that the CBA provided United had to turn over relevant information for his grievance per the CBA. Article 19(E)(3). Local 986 took no action. Local 986 officials Maurice McDonald, John Johnson, and Dale Mitchell, all said it was United's call. This is wrong, the union of course can enforce the CBA for Scholz at any time.

165. A Second Step hearing was scheduled and held on January 17, 2023. Prior to that hearing no one from Local 986 interviewed, coordinated with, provided assistance to, or requested any relevant documents to assist Scholz despite dozens of requests of various Local 986 officials.

166. On January 11, 2023, Dale Mitchell told Scholz the United answer was going to be the same as the First Step answer for another grievance filed related to the Adjustment Calculation by Tom Mullins, the other Plaintiff in this case. Scholz told Dale Mitchell he would not accept an answer already considered unsatisfactory on Mullin's First Step and without a supported basis.

167. Scholz asked for the hearing to be delayed until United responded as required the requests for relevant information but Local 986 refused to do that. Dale Mitchell and Maurice McDonald both told Scholz "the hearing is the time and place to get the information from the company." That never happened either.

168. Jesse Jandura appeared for United. Scholz does not know if Jandura is a proper party under the grievance procedures to have overseen the Second Step hearing.

169. Jandura refused to let Scholz play the Akins video he had been provided with his ratification voting materials regarding LOA#29. The video clearly states it is all public information and how to calculate it. Scholz had a laptop to play it, but Jandura refused to watch it. Jandura did not accept a copy of the video into the record as evidence; however, Dale Mitchell said the union would give Jandura one instead. Scholz does not know if this ever occurred or if the video was viewed. United's only evidence, presented by Cathy Abbot, was the LOA#29 which she copied out of the CBA. After reading the entirety of LOA#29 into the record Abbott concluded that United had done the Adjustment Calculation correctly.

170. The grievance was denied on January 25, 2023 by Jesse Jandura with the same answer Mullins was given on his First Step.

171. On February 6, without prior notification or consent, Local 986 permanently closed the grievances, withdrawing them. Scholz immediately sent a written demand by email to United and the Unions, rejecting the unilateral withdrawal and asking to proceed the next step. This is the standard protocol for advancing a grievance under the Teamsters policies and procedures at United. Scholz noted he did not agree with United's answer nor had he consented to the withdrawal of his grievance, which in effect settled the grievance in United's favor.

172. Scholz asked Local 986 to substantiate their determination that the grievance had no merit; however, they refused to do so again citing United's preposterous assertion the information is confidential and proprietary.

173. Neither the Union nor United responded to Scholz' proper request to invoke the Third Step, system board of adjustment. Scholz followed the normal protocols as he is, and was, trained in how this is done. At United, the system board is not a separate entity nor does it have an office, separate phone number, email address, or even any stated list as to who comprises the system board. As with all things, a technician can only ask his or her union representative to initiate the process with United, and timely.

174. Former Chief Steward John Laurin had told Scholz that the system board is not really a thing, it is just the same five people who get together when they decide to and decide grievances. Ed Kelly, Scholz' previous Shop Steward, was a witness to this conversation.

175. On February 7, 2023, Local 986 Business Agent Mark DesAngeles responded to Scholz regarding advancing his grievance, categorically telling Scholz he has no right to do so, only the Union has that authority. This is false. The CBA does not say the union is the sole party who can request a system board; it says may. Article 19. The Railway Labor Act grants employees the right to pursue, and complete, the grievance process. This is stated in the training materials by the Teamsters and Local 986.

176. Scholz sent DesAngeles a copy of a recent case, Bumpus v. Air Line Pilots Assn. Int'l. and United Airlines, Inc., 2022 WL 2105872 (N.D. III June 10, 2022), explaining what the Teamsters had long ago taught him – that Scholz had a right to pursue his grievance.

177. On February 7, 2023, Local 856 Business Agent, Javier Lectora, approached Scholz at the start of his shift, around 6 am. Scholz' co-workers who overheard or saw me talking with him are Scott Hounsell, Mike Albertien. Local 986 Grievance Committee Chief John Johnson also witnessed this conversation.

178. Lectora was agitated, nervous, and pacing. He repeatedly said he "was here as [Scholz'] friend" but "this is in total confidence between me and you and if you say it happened, I will call you a liar." Lectora told Scholz United did not have to provide the values because of prior grievances having been closed. Lectora told Scholz there was nothing he could do about it

179. Lectora told Scholz "there are grievances filed in other stations" and that the "union did not agree with the company." He also said "it is all about the pensions" and that "we do not use any accurate AA or DL information. We guess. The economist and UA make it up. United Airlines does not get the numbers. United analyze public information and does not want to give you any of the numbers because you will be able to reverse engineer and check it. It is not about you or the union."

180. Lectora went on to say there is language to keep it secret in LOA #29 and "that it is in the legalese" and "once Jim's [Seitz] lawsuit is finalized the union is going to use that decision to block this every time it comes up because as union reps we can just say we don't have to do this and we will be ok." The conversation was almost one hour. Scholz, while taken aback by what Lectora had told him, decided to file a lawsuit shortly after this conversation.

181. On February 18, 2023, Scholz requested the complete CBA from the Teamsters and from Local 986. He got a response from Local 986 but it was incomplete and did not include any additional letters of agreement, memorandums, appendices, exhibits, or the Cost Model. Scholz is aware of over a dozen side letters that may have been entered into by the Unions with United. At the hearing on the Defendants motions to dismiss in this action, United's counsel stated United and the Unions have entered into dozens of agreements and side letters and do not make them public. This may constitute a violation under the Labor Management Reporting and Disclosure Act ("LMRDA"). Scholz made a second request of the Unions on March 25, 2023, which has gone unanswered.

182. Plaintiffs' grievances are not limited to the acquisition of the Cost Model. Plaintiffs seek to challenge the calculation of their pay, and the apparent illicit and impermissible reduction of the agreed upon contractual wage rate from being unilaterally and arbitrarily reduced. United, with the Unions assistance, has deprived Plaintiffs and the Class of tens of millions of dollars of earned, owed, and due wages.

183. Since the filing of the original complaint, Plaintiffs were informed of significant information related to this lawsuit, which Plaintiffs have independently verified.

184. On November 29, 2022, a noticed craft meeting of Local 210 was held in person and via videoconference (Zoom). Local 210 is another affiliated local union of the Teamsters. Local 210 represents United technicians at Dulles Airport ("IAD"), John F. Kennedy Airport ("JFK"), and Newark Airport ("EWR").

185. Present in person in Newark were Teamsters' officials: Joe Ferreira (then Airline Division Director since resigned), Bob Fisher (Teamsters Airline Division Deputy Director, now acting Director), Vinny Graziano (Local 210 EWR Business Agent and Teamsters Airline Division Representative), Local 210 Dave Mahood (Local 210 Dulles Chief Steward), Blake Silverstein (Local 210 Dulles Shop Steward), and Alan Cosides (EWR Local 210 Chief Steward). There were approximately 15-technicians present at each of the 3-scheduled meeting times. Many others logged in to attend the meeting.

186. The 2022 Adjustment Calculation had recently been released. The meeting was

highly contentious and the focus was the reset. Those able to speak at the meeting directed their questions to the recent Adjustment Calculation. Many had, like the other technicians done estimated calculations and arrived at substantially disparate results, as other technicians across the system.

187. As is relevant here, Ferreira, Fisher, and Graziano all made statements directly related to the calculation that: "was about 12% or more," "the actual result was $5 dollars higher," "by our calculations should have been almost $6."

188. As is relevant here, Ferreira, Fisher, and Graziano all made statements "that we know the reset is a disaster" "we know the scales are all messed up" "if you work at American and go through the scales you make $150,000 dollars more than United Airlines and if you hire on at Delta Airlines, you are going to make $175,000 dollars more going through the scale right." All three men repeatedly stated, "we cannot provide you the breakdowns" "the information is United confidential" "we do not use the pay scales for the calculation" "we don't have the numbers because we did not sign the NDAs" "this has nothing to do with pay rates" and "the reset was just a buffer that did not turn out right but it has nothing to do with the pay scales."

189. As is relevant here, those rank-and-file members present asked to see some kind of substantiation, some kind of proof that this was done according to the CBA / LOA#29. Many were outraged that the union would not support them, not stand up for them, in the face of the clear errors. Things were so tense there was talk of putting Graziano's "head on a pike." No union official offered any explanation whatsoever for the plainly observable discrepancies in the pay rates between the three carriers.

190. As is relevant here, the Teamsters officials Ferreira, Fisher, and Graziano expressly stated that they had been on a Zoom call on November 22, 2022, the day prior to the release of the 2022 Adjustment Calculation results, with Dan Akins, all affiliated local business agents, and all affiliated local principal officers. The point of the meeting was for Dan Akins to provide and demonstrate the results of the 2022 Adjustment Calculation. Fisher stated Akins went through all the elements, showing those present the Cost Model. Akins exact words were "you are not going to like this but I have a s**t sandwich to share with you." The implication being United insisted on reducing the number.

191. All Class members, including the Plaintiffs, received similar responses from the Teamsters and their local union officials ranging from "this is wrong but I cannot do anything about this" to "this is completely f**ked and we are getting screwed again." Multiple grievances were filed throughout the system and all were denied on similar grounds of the unions can do what they want and you cannot do anything about it, your grievance is meritless. Requests to appeal these decisions are systemically and routinely denied, regardless of significance of documentary support or legitimate demonstrated errors. All are denied, including denying requests to appeal the decisions through the provided intraunion appeal process provided for in the Teamsters' constitution. Teamsters' const., Art. XIX, Sec.2(a).

192. An obligation to disclose information arising out of section 2, First of the RLA is a legally enforceable one. *See* Chicago & N.W. Ry. Co. v. United Transp. Union, 402 U.S. 570, 577 (1971). The lack of any mandatory administrative body such as the NLRB permits a party with a disclosure dispute under the RLA to proceed as Plaintiffs here have done directly to court.

193. At all material times, Javier Lectora worked for Local 856 as a business agent, whose general duties included servicing and enforcing the CBA negotiated by the Teamsters and Local 856, as well as representing members working under that agreement. Inherent in these general duties is the authority to communicate and act on behalf of the Unions. It, therefore, is reasonable for members to believe Javier Lectora was acting and speaking on their behalf when he engaged in the conduct at issue.

194. Additionally, on November 22, 2022, Local 856 sent Javier Lectora to the meeting with Dan Akins where the Adjustment Calculation result was reviewed and discussed in order to later inform the Class, including Scholz, of their rights, the investigation, and disclosure of information, including the refusal to pursue their grievances or challenge United's false result.

195. Bob Fisher confirmed Local 986 Mark DesAngeles was also in attendance.

196. It is well-established and confirmed that as a business agent for Local 986, Mark DesAngeles had the discretion to notify the principal officer of Local 986, Chris Griswold, or the Teamsters principal officer, Sean O'Brien, of Scholz' grievance based on the CBA, and of United's defiance, in order to represent and protect the membership as a whole.

197. Fisher's statements and actions, as well as those of Lectora and DesAngeles, made to and directed at Plaintiffs are attributable to the Union Defendants, regardless of whether they were specifically authorized. *See* Teamsters Local 641 (Air Products, Inc.), 91 NLRB 1381, 1392 (1950).

198. Since the original filing of the complaint, United has now volunteered that the "confidential and proprietary information" is solely the amount of the funding contributions to the defined benefit plan, CARP, that are so sensitive that disclosure would put United at a competitive disadvantage. This is irrational. The IRS and the Department of Labor require this exact information to be not only publicly disclosed in mandatory reporting documents to the government but United is also required by law to provide such information to the Class as participants in the pension plan.

199. As detailed above, the United Defendants and the Union Defendants specific handling of ERISA guarded pension and profit-sharing rights is at the core of this dispute as well.

200. And this evolving willful and knowing deception goes entirely unchallenged by the Union Defendants who are supposed to be guarding the best interests, including financial interests and the contractual rights, of the Class, including the Plaintiffs.

201. United has taken this a step further by telling grievants and the Class that while there is undeniably an obligation to perform the calculation, this obligation does not extend or require it to substantiate that the calculation as done correctly.

202. For their part, the Union Defendants similarly refused to provide any information to the members or any grievant, initially parroting United's fabricated excuse that the information was confidential and proprietary. The union representatives pulled short of endorsing that position but did state repeatedly that because United said the information was confidential and proprietary, the unions had no choice but to go along.

203. The failure to substantiate the calculation in the face of obvious mathematical impossibilities, coupled with United's failure to produce any relevant material documents which have a substantial role in settling present contractual rights and obligations of the parties, has produced a situation in which the Class do not know or fully understand what rights they currently enjoy as related to the CBA, including being paid their earned wages. Compounded by the Union

Defendants abandonment, the Class is unable to assert their rights, contract violations are not being reported or processed, and earned wages are being lost.

204. And while the grievance process is the proper place to address these legitimate and substantial claims, both United and the Unions have blocked every effort by Plaintiffs, and the Class, to have this matter resolved using that process.

205. This conduct has caused severe financial hardship for every affected technician. For every nickel United deprives the Plaintiffs of, is almost $1,000,000 dollars in United's coffers. A nickel ($0.05) withheld from 9,600 technicians for a year's work (2080 straight time hours) equals $998,400. United has deprived these dedicated men and women of anywhere from $3.70 to $7.35 every year for the last six years. Conservatively, this is approximately $75 million dollars upwards of $145 million dollars, every year for the last six years.

206. That this has been allowed to persist and increase as the years have gone on because of complicity with the Unions at least tacit blessing is a plausible claim for breach of the duty of fair representation, and a violation of their oath to the Teamsters' constitution, among other claims. The Unions categorical refusal to provide any defense against what appears to be clear wage theft is incomprehensible and likely motivated by a desire to stymie Plaintiffs and the Class and protect the Unions position of power than it is any function of honest, rational, fair dealings.

VI. CLASS ALLEGATIONS

207. Plaintiffs reallege and incorporate by reference all paragraphs of this Complaint as though fully set forth herein.

208. Plaintiffs bring this action on behalf of themselves and a nationwide class ("Class") defined below, pursuant to the Federal Rules of Civil Procedure 23 ("Rule 23"), subs.(a) and (b)(3):

> All current and former non-exempt hourly workers employed by United Airlines, Inc. in the Technician and Other Related bargaining unit, and based in the United States, at any time during the period from three-years prior to the filing of the original complaint in this action through the date of final judgment.

209. For purposes of this Complaint, "Plaintiff Mullins" or "Plaintiff Scholz" shall refer to that particular Plaintiff only and "Plaintiffs" will refer to them collectively. Reference to the "Class" shall be deemed to include the Plaintiffs and each member of the Class.

210. Plaintiffs reserve the right to establish subclasses as appropriate.

211. Excluded from the Class are any Defendant, any parent companies, subsidiaries, affiliates, officers, directors, legal representatives, co-conspirators, or agents, and any member of the immediate family of, and any heirs, successors or assigns of, any such excluded party.

212. Ascertainability and Numerosity. This action has been brought, and may properly be maintained, as a class action under Rule 23 because there is a well-defined community of interest in the litigation and the proposed class members are easily ascertainable, clearly defined, and can be identified and notified efficiently from reference to existing, objective criteria such as records maintained by Defendants. This action is properly maintainable as a class action under Rule 23(a)(1) as Plaintiffs are informed and believe, and thereon allege, the potential members of the Class as defined herein is comprised of thousands of persons and is so numerous that joinder of all persons would be impracticable. The Class may be notified of the pendency of this action by mail, or other appropriate media.

213. Commonality. This action is maintainable as a class action under Rule 23(a)(2) and (b)(3), as there is a well-defined community of interest and common questions of law and fact that predominate over any question affecting only individual members of the Class. These common legal and factual questions, which do not vary from members of the Class, and which may be determined without reference to the individual circumstances of any members of the Class, include, but are not limited, to the following:

(a) Whether any Union Defendants' conduct in providing representation to Plaintiffs and the Class related to LOA#29 Adjustment Calculation was arbitrary, in bad faith, or discriminatory;

(b) Whether any Union Defendants' policies or procedures in reviewing, reporting, and disclosing the Adjustment Calculation results breached a duty of fair representation to the Class as required under the RLA and the Unions' governing documents;

(c) Whether any Union Defendant's practices related to grievance processing, including access to the higher stages of the process, breach duties of fair representation owed to the Class as required under the RLA, the CBA, the Unions' governing documents;

(d) Whether any Union Defendant violated the constitution of the Teamsters or the bylaws of Local 986, or the RLA, in failing to put to a vote for ratification material changes to the collective bargaining agreement the Unions entered into with United;

(e) Whether any Union Defendant secretly agreed to permit the United to pay less than the earned, owed, and due wages to the Class, in violation of the common law, the CBA, the RLA, and the Unions' governing documents;

(f) Whether United Defendants provided the correct Adjustment Calculation to the Plaintiffs, and if not, the reasons therefor;

(g) Whether United secretly paid wages less than the agreed upon rate agreed upon, and according to, the CBA to each member of the Class for all hours worked;

(h) Whether any failure to pay all wages due was willful, intentional, and knowingly;

(i) Whether any Defendant's administration of the grievance process deprives any member of the Class their statutory due process rights by preventing access to, participation in, and completion of the grievance process;

(j) Whether any of the Defendants have engaged in a fraudulent scheme and/or artifice to defraud the Class of earned, owed, and due wages.

214. Typicality. This action is maintainable as a class action pursuant to Rule 23(a)(3), as Plaintiff's claims are typical of the claims of all other members of the Class as all Class members are similarly affected by Defendants' wrongful conduct in violation of federal and state law that are complained of herein. The claims also arise from the same course of conduct and Plaintiffs seek the same types of penalties, and other relief, on the same theories and legal grounds as the Class.

215. Adequacy of Representation: This action is maintainable as a class action pursuant to Rule 23(a)(4), as Plaintiffs are members of the Class and will fairly and adequately protect the interests of Class members because: (1) their interests do not conflict with the interest of the individual members of the Class they seek to represent; (2) they have retained counsel competent and experienced in employment class action litigation; and (3) they intend to prosecute this action vigorously. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorney's fees, that have been, are, and will be necessarily expended for the prosecution

of this action for the substantial benefit of each class member. Furthermore, class action treatment of this lawsuit will advance public policy objectives. Defendants in this class action violate employment and labor laws every day. Current employees and union members are often afraid to assert their rights out of fear of direct or indirect retaliation. Class actions provide class members who are not named in the complaint anonymity and allow for the vindication of their rights while lessening the aforementioned fear; it is also efficient and economical for the parties and the courts.

216. The amount in controversy for the aggregate claims of the Proposed Class exceeds five million dollars ($5,000,000.00).

VII. CAUSES OF ACTION

Count I – Breach of the Duty of Fair Representation
Violation of the Railway Labor Act, 45, U.S.C. § 151, *et seq.*
(On Behalf of Plaintiffs and the Class Against All Union Defendants)

217. Plaintiffs reallege and incorporate by reference all paragraphs of this Complaint as though fully set forth herein.

218. The general duty of fair representation arises from the Railway Labor Act. 45 U.S.C. §§ 151–152; Laturner v. Burlington N., Inc., 501 F.2d 593, 599 n. 12 (9th Cir.1974). The duty of fair representation requires the Unions to "serve the interests of all members without hostility or discrimination toward any, to exercise its discretion with complete good faith and honesty, and to avoid arbitrary conduct." Vaca v. Sipes, 386 U.S. 171, 182 (1967). A union breaches this duty when its conduct toward a member is "arbitrary, discriminatory, or in bad faith." Jones v. Union Pac. R.R., 968 F.2d 937, 941 (9th Cir.1992) (quoting Vaca v. Sipes, 386 U.S. 171, 190 (1967).

219. By the acts alleged herein, the Unions breached owed duties of fair representation to Plaintiffs and the Class by acting arbitrarily, discriminatorily, and in bad faith. Among other things, the Union Defendants, the Teamsters and Local 986:

(a) improperly consented to material modifications to the CBA, including LOA #29, without a ratification vote, as required by the Teamsters constitution;

(b) secretly agreed to reduce the actual calculation of the LOA #29 Adjustment Calculation result, to alter the objective result, for the United Defendants financial gain by lowering

the raise United was contractually bound to give Plaintiffs and the Class according to LOA#29 thereby surrendering vested rights without consent of Plaintiffs and the Class;

(c) concealed from Plaintiffs and the Class knowledge and proof the computation for the LOA #29 Adjustment Calculation was significantly higher than reported;

(d) failed to demand United bargain over reductions, or the changes, unilaterally imposed by the United Defendants to the contractually agreed upon wages during the term of the CBA, including failing to put any such material changes to the mandatory ratification vote of the Plaintiffs and the Class, as required by the Teamsters constitution;

(e) failed to take any steps to protect the best interests of Plaintiffs and the Class, and safeguard their rights, without any legitimate union objective, from United's stated insistence to unilaterally change the wage rules and other terms of the CBA, including LOA #29;

(f) failed to reasonably promote the best interests of Plaintiffs and the Class, without any legitimate union objective, by knowingly disseminating false statements, furnishing inaccurate information, and intentionally misrepresenting available information, related to performing the LOA #29 Adjustment Calculation;

(g) failed to consider the interpretation urged by the Plaintiffs and the Class, and investigate the facts consistent with their positions, but instead insisted on factually inconsistent and contradictory positions, and put forward false, material statements, with egregious disregard for the rights of, and to the detriment of, Plaintiffs and the Class;

(h) failed to challenge United's illegitimate CBA interpretations of LOA#29, including that any part of the Adjustment Calculation was to be estimated, approximated, or ignored, while also preventing Plaintiffs from using the agreed upon, and established grievance procedures to challenge those interpretations; and

(i) extinguished Plaintiffs' rights to pursue their grievances claims for owed wages by unilaterally, and without any legitimate reason, reasonable explanation, or prior adequate notice of, justification for, or consent, by withdrawing Plaintiffs' grievances and not providing the written demand to United to initiate the Third Step of the grievance process as requested by Plaintiffs.

220. The Union Defendants have threatened, deprived, and interfered with Plaintiffs' owed wages by illegitimately and unfairly reducing the bargained for wages agreed to by the parties in the CBA between Plaintiffs and United that the CBA was meant to deliver and rendering the agreed to, and statutorily required grievance process completely unavailable and inaccessible to Plaintiffs, one of the parties the process was directly created to benefit.

221. As a result, Plaintiffs and the Class cannot enforce the CBA, cannot remedy, the substantiated breaches of the CBA carried out on a routine basis by United for which Plaintiffs and the Class suffer severe financial hardships.

222. The acts described in this Complaint, and above, relating to numerous dishonesties in calculating wage increases, systemic interference with the contractual grievance process to favor United, as well as the reckless disregard for the right of Plaintiffs and the Class to be paid their contractual wage for having diligently performed their work violates the RLA and state law.

223. Furthermore, the Union Defendants officials stated the result was arbitrarily altered and manipulated at the direction of, and for the express benefit of, United.

224. Such an abandonment of their duties to Plaintiffs and the Class is unlawful and Plaintiffs seek relief for all available and applicable damages.

225. As a direct and proximate result of the Unions breach of the duty of fair representation, Plaintiffs and the Class have suffered damages in an amount to be proven at trial.

Count II – Breach of Contract
Violation of the Railway Labor Act, 45, U.S.C. § 151, *et seq.*
(On Behalf of Plaintiffs and the Class Against All United Defendants)

226. Plaintiffs reallege and incorporate by reference all paragraphs of this Complaint as though fully set forth herein.

227. Railway Labor Act Section 102 First, 45 U.S.C. § 152 First, provides "[i]t shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions … ."

228. A failure to perform the obligations undertaken in a collective bargaining agreement constitutes breach of that contract. Scribner v. WorldCom, Inc., 249 F.3d 902, 910 (9th Cir. 2001).

229. By intentionally altering, falsifying, and misrepresenting the LOA #29 Adjustment Calculation result for financial gain, United has failed to exert every reasonable effort to maintain the agreement, in violation of Railway Labor Act Section 102 First, 45 U.S.C. § 152 First, and is in breach of the CBA.

230. By failing to respond within a reasonable time to Plaintiffs' communications which sought to abide by the grievance process set forth in the CBA for the Third Step of the grievance process, or process that timely notification and request by Plaintiffs, United abandoned the agreed to, and required grievance process thereby breaching the collective bargaining agreement.

231. Rather than making a good faith attempt to address the merits of the dispute, United poisoned the process, with the Unions assistance, in refusing to convene the Third Step System Board of Adjustment.

232. Railway Labor Act Section 102 Fourth, 45 U.S.C. § 152 Fourth, provides "[e]Employees shall have the right to organize and bargain collectively through representatives of their own choosing ... shall have the right to determine who shall be the representative of the craft or class for the purposes of this chapter ... and it shall be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier in maintaining or assisting or contributing to any labor organization, labor representative, or other agency of collective bargaining, or in performing any work therefor, ..."

233. By demanding the reduction of the raise, by demanding changes to the terms and conditions of the CBA without bargaining or a ratification vote, United interfered with employee rights to freely associate.

234. The United Defendants breached the collective bargaining agreement by entering into secret agreements or fiats with the Union Defendants contrary to the terms of the in force CBA in an effort to change the written terms of the agreement, excuse the failure to adhere and perform as stated in the agreement, and negate the United Defendants' obligations under the agreement, to Plaintiffs and the Class. The United Defendants cannot unilaterally add terms to the CBA. The CBA must be conspicuously and purposefully amended to include all terms, including any letters of agreement, by ratification vote.

235. Railway Labor Act Section 102 Seventh, 45 U.S.C. § 152 Seventh, further provides, "[n]o carrier shall change the rates of pay, rules, or working conditions of its employees, as a class, as embodied in agreements except in the manner prescribed in such agreements or in section 156 of [the RLA]."

236. A unilateral implementation by a carrier of a change in an agreement violates Section 102 Seventh of the Railway Labor Act. Int'l. Bhd. of Teamsters v. American, 518 F.3d 1052 (9th 2008).

237. By unilaterally altering the agreed to LOA #29 Adjustment Calculation as expressly provided for in LOA #29, United has failed to exert every reasonable effort to maintain the agreement, in violation of Railway Labor Act Section 102 Seventh, 45 U.S.C. § 152 Seventh and this failure to pay contracted for wages pursuant to the terms of the CBA is an enforceable action for breach of the CBA.

238. By refusing to process Plaintiffs' legitimate grievances through the Third Step of the contractually mandated grievance process for Plaintiffs grievances related to the LOA #29 Adjustment Calculation, which arises from, and is incorporated in, the CBA, United has failed to exert every reasonable effort to maintain the agreement, in violation of RLA § 2, First, 45 U.S.C. § 152, and is in breach of the CBA.

239. As a party to the CBA entered into with United, Plaintiffs and the Class have a right to information related to United's performance under the CBA, including adhering to all terms and conditions, and the refusal to provide such information is a breach of the CBA.

240. As a direct and proximate result of the breach of the CBA by United, Plaintiffs and the Class have been damaged by the loss of a significant amount of wages in a sum Plaintiffs would have earned under the CBA in an amount to be determined according to proof.

Count III – Violation of Statutory Due Process
Violation of the Railway Labor Act ("RLA"), 45, U.S.C. § 151, *et seq.*
(On Behalf of Plaintiffs and the Class Against All Defendants)

241. Plaintiffs reallege and incorporate by reference all paragraphs of this Complaint as though fully set forth herein.

242. The Fifth Amendment directs that before a governmental actor may deprive a person of "life, liberty, or property," it must first afford that person "due process of law." U.S. CONST. amend. V. The interests at stake in Railway Labor Act ("RLA") proceedings are "property" for purposes of the Fifth Amendment. Nord v. Griffin, 86 F.2d 481,483 (7th Cir. 1936).

243. Railway Labor Act ("RLA"), 45, U.S.C. 184 provides an individual air carrier employee with a statutory right to due process before an adjustment board.

244. Railway Labor Act ("RLA"), 45, U.S.C. 184 governs the resolution of disputes as applied to the airline industry and provides for a compulsory remedy of a system adjustment board:

> "The disputes between an employee or group of employees and a carrier or carriers by air growing out of grievances, or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions … shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to an appropriate adjustment board … ."
>
> 45 U.S.C. § 184.

245. Therefore, Section 184 provides that when a dispute arises between "an employee" and "a carrier" concerning the interpretation of labor agreements, and is not amicably resolved, "either party" may unilaterally bring that dispute before the adjustment board. 45 U.S.C. § 184. Any attempt to deny such a right is unenforceable and invalid. Int'l Ass'n of Machinists, AFL-CIO v. Central Airlines, Inc., 372 U.S. 682 (1963).

246. Article 19 of the parties' CBA creates a System Board of Adjustment for the Third Step of the grievance process and a Board of Arbitration for the final step of the grievance process, defining the jurisdiction of each and setting forth procedures for their operation.

247. Nothing in the Article 19, or any other provision in the CBA, waives, or otherwise excludes Plaintiffs and the Class to this statutory right to access and utilize these higher stages of the congressionally mandated grievance process. Any such clause waiving these rights, particularly statutory rights, must be "clear and unmistakable" in the collective bargaining agreement.

248. By refusing to complete the grievance process for a grievance arising under the CBA and by refusing to establish the System Board of Adjustment agreed to under the CBA for such purpose, all Defendants are violating the RLA, including RLA § 184.

249. As set forth above, the Unions and United actively inhibited, prohibited, or refused to provide Plaintiffs with the ability to complete these stages of the grievance process independently despite Plaintiffs timely written requests to invoke these procedures to resolve their grievances and the statutes dictates.

250. Instead, the Unions and United, unilaterally and arbitrarily, through their own conduct or by secret agreement, sought to divest and deprive Plaintiffs with their statutorily prescribed rights over such a dispute, in violation of the RLA.

251. Likewise, the Unions and United, unilaterally and arbitrarily, through their own conduct or by secret agreement, sought to divest and deprive the unique system boards with the statutorily prescribed jurisdiction over a dispute, in violation of the RLA.

252. While the Union Defendants may not have wanted to represent Plaintiffs in the higher stages of the grievance process, their decision not to does not bar Plaintiffs from so doing.

253. Furthermore, the failure of the Union Defendants to provide Plaintiffs with any prior warning such a drastic step of withdrawing and permanently terminating the grievances would be taken, without giving Plaintiffs any opportunity to assume responsibility for these grievances individually as provided for under the statute, violates the RLA.

254. As a result, Plaintiffs grievances, which could be remedied through the grievance process to the Plaintiffs' benefit were it not for the Defendant Unions blocking Plaintiffs from the grievance process, were effectively resolved in favor of United, at Plaintiffs' expense, categorically foreclosing Plaintiffs from any relief.

255. A "union's exclusive control over the manner and extent to which an individual grievance is presented" is inconsistent with the full protection of substantive individual statutory rights. Alexander v. Gardner-Denver Co., 415 U.S. 36, 58 n.19 (1974).

256. But for the general jurisdiction of the federal courts, there would not be a remedy to enforce the statutory commands Congress has written into the RLA to adjudicate such grievances. The congressionally mandated arbitral remedial was not designed to shield employers from the natural consequences of their breaches of bargaining agreements by wrongful union conduct in the enforcement of such agreements.

257. Plaintiffs request the Court declare that Plaintiffs and the Class have the statutory right to access and complete the grievance process independently pursuant to the RLA.

258. Plaintiffs have been deprived of their right to due process, suffering significant damages for which the Unions and United are liable to Plaintiffs and the Class for and therefore are entitled to the full measure of damages of all categories permissible under applicable law and in an amount according to proof.

Count IV – Fraud and Intent to Deceive
Violation of California Civil Code §§ 1709 and 1710
(On Behalf of Plaintiffs and the Class Against All Defendants)

259. Plaintiffs reallege and incorporate by reference all paragraphs of this Complaint as though fully set forth herein.

260. Defendants willfully and intentionally engaged in fraudulent concealment and deceit as defined by the California Civil Code §§ 1709 and 1710, in failing to disclose the true results of the LOA#29 Adjustment Calculation result to the Class, on which they would reasonably rely, so as to deprive them of significant owed wages.

261. All Defendants concealed from, and failed to disclose to the Class that Defendants statements related to the result of the LOA#29 Adjustment Calculation were false when Defendants made them to the Class, as the true LOA #29 Adjustment Calculation result and the truth of all of the related communications regarding the result, were known only to them. Neither Plaintiffs nor the Class could discover the true facts regarding the LOA #29 Adjustment Calculation, such as the LOA #29 Adjustment Calculation result was artificially adjusted for the Defendants' financial gain, because all of the related relevant material facts were purposely withheld from them.

262. The Union Defendants had a duty to disclose truthfully all facts to the Class, in their roles as exclusive bargaining representatives.

263. All Defendants had superior knowledge of the LOA #29 Adjustment Calculation true result because the Defendants were the only parties allowed in the November 22, 2022 meeting with the actuary tasked with performing the LOA#29 Adjustment Calculation, Dan Akins, where the true LOA#29 Adjustment Calculation results were disclosed and discussed.

264. More, the Teamsters Airline Division Director, Bob Fisher admitted to intentionally misleading and deceiving the Class, of the true LOA #29 Adjustment Calculation during a craft meeting for Local 210, in Newark, New Jersey on November 29, 2022.

265. Similarly, Local 986 Business Agent, Javier Lectora, admitted to Plaintiff Scholz to intentionally misleading and deceiving the Class of the true LOA #29 Adjustment Calculation result on February 7, 2022, during a conversation at United's SFO Maintenance Facility.

266. All Defendants knew, understood, and intended that the concealment of the true LOA#29 Adjustment Calculation result would cause severe financial harm to the Class by United withholding earned, due, and owed wages belonging to them. Because all Defendants secretly entered into side deals in order to deprive the Class of earned and owed wages, this claim is not premised on the CBA, or any interpretation of it, but instead on the impermissible dishonestly and deceit of all Defendants.

267. The Class members reasonably and justifiably relied on the Defendants to perform the LOA #29 Adjustment Calculation honestly, accurately, and according to its terms. The Class reasonably believed the Defendants would not act illegally or put the Class at risk of substantial and continuing financial harm.

268. The Class reasonably and justifiably relied on Defendants' statements that they had performed the LOA #29 Adjustment Calculation honestly, accurately, and according to its terms when Defendants provided statements claiming to have so performed the calculation and providing the result as 2.6% or approximately $1.20 per hour wage increase.

269. Despite having actual knowledge these statements were false and nothing more than a scheme to defraud the Class of their earned, due, and owed wage increases when made to them, all Defendants continued to recklessly make, and repeat, these false statements.

270. All Defendants concealed the true facts from the Class by providing false documents and recklessly stating that the required information for the LOA#29 Adjustment Calculation was proprietary and therefore could not be provided to the Class. These acts were done intentionally and willfully with the actual intent to deceive the Class, to conceal the true nature of the above-referenced material facts.

271. The Defendants concealment was continuous, and continues today, and has caused great economic losses, distress, and harms to the Class.

272. As a result of the deceptions and concealments of facts, the Class suffered significant damages for which all Defendants are liable to the Class for the full measure of damages of all categories permissible under applicable law in an amount according to proof.

VIII. PRAYER FOR RELIEF

WHEREFORE, the individual Plaintiffs named above, on behalf of themselves and the Class, respectfully pray this Court accept jurisdiction of this action and grant Plaintiffs' demand:

A. For certification of Plaintiffs' claims as a class action pursuant to Rule 23;

B. For Plaintiffs to be appointed as Class Representatives;

C. For Plaintiffs' counsel to be appointed as Class Counsel;

D. For compensatory damages in an amount according to proof with interest thereon;

E. For such other general, special, or punitive damages as may be appropriate;

F. For an order directing the Defendants to cease from further refusal to access the congressionally mandated and contractually required grievance process;

G. For pre-judgment, and post judgment, interest, at the legal rate;

H. For an award of attorney's fees and costs as permitted by applicable law; and

I. For such other and further relief as the Court may deem just, proper, and equitable.

IX. JURY TRIAL DEMAND

Plaintiffs hereby demand a jury trial as provided by Rule 38 (a) of the Federal Rules of Civil Procedure.

Dated: April 29, 2024

LAW OFFICE OF JANE C. MARIANI

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