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Angela Alioto (SBN 130328)  
Jordanna G. Thigpen (SBN 232642)  
**LAW OFFICES OF JOSEPH L. ALIOTO  
AND ANGELA ALIOTO**  
700 Montgomery Street  
San Francisco, CA 94111  
Tel: 415-434-8700  
Email: jgt@aliotolawoffice.com

*Attorneys for Plaintiffs*

Electronically  
**FILED**

by Superior Court of California, County of San Mateo

ON 9/10/2020

By           /s/ Wai Shan Lee            
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO  
UNLIMITED JURISDICTION**

**KIM GUILLORY and SHARON TESLER,**

Plaintiffs,

v.

**UNITED AIRLINES, INC.,** a Delaware  
corporation, and DOES 1 to 50,

Defendants.

Case No. 20-CIV-03889

**COMPLAINT FOR DAMAGES**

- 1. Employment Discrimination – Race – FEHA**
- 2. Employment Discrimination – Age – FEHA**
- 3. Harassment – FEHA**
- 4. Retaliation – FEHA**
- 5. Failure to Prevent Discrimination & Harassment – FEHA**

**[DEMAND FOR JURY TRIAL]**

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**PRELIMINARY STATEMENT**

1. With the acts alleged herein, Defendant United Airlines, Inc. (“United”) has unlawfully determined that the economic value of hard-working flight attendants should rest entirely on their racial and physical attributes, and stereotypical notions of sexual allure – in violation of California law, and as if decades of laws and policies preventing discrimination based on age, race and ancestry, and gender simply do not exist.

2. As set forth herein, Defendant United has created a despicable situation. The company’s assignment of flight attendants for charter flights arranged by dozens of professional and collegiate American sports teams (including, but not limited to, the Los Angeles Rams, the Kansas City Chiefs, the New Orleans Saints, the Pittsburgh Pirates, and many more) is based entirely and unlawfully on age, race and ancestry, gender, and physical appearance. United Airlines has not only demeaned its hard-working and long-standing loyal employees, but created an egregious workplace culture in which discrimination, harassment, and retaliation have taken root and flourished.

3. Plaintiffs, who simply want to perform the jobs they enjoy and perform well, have been abandoned by United, despite its false promises over *decades* to address discrimination and harassment and not to engage in retaliation. Plaintiffs have been intentionally deprived of freedom from discrimination, a serious affront to personal liberty.

4. Plaintiffs seek declaratory, injunctive, and equitable relief, as well as monetary damages, to redress Defendant’s unlawful employment practices against Plaintiffs, including Defendants’ unlawful interference with, restraint, and denial of Plaintiffs’ exercise of and/or attempt to exercise their rights under the California Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq., (“FEHA”).

5. Defendant’s retaliatory and otherwise unlawful conduct was knowing, malicious, willful, wanton, and/or showed a reckless disregard for Plaintiffs, which has caused and continues to cause Plaintiffs to suffer substantial economic and non-economic damages and severe mental anguish and emotional distress.

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**JURISDICTION AND VENUE ARE PROPER**

6. Venue is proper in this Court because Defendant United Airlines, Inc. is registered to do business in California and operates at the San Francisco Airport, which is under the jurisdiction of San Mateo County. A substantial part of the events and omissions giving rise to Plaintiffs' claims occurred in this County. Jurisdiction is conferred on this Court as to all causes of action because they arise under state statutory and/or common law.

**PROCEDURAL REQUIREMENTS**

7. Prior to filing this Complaint, Plaintiffs filed charges of retaliation, harassment, and discrimination in violation of the FEHA with the California Department of Fair Employment and Housing ("DFEH") against the Defendants. The DFEH charges arose out of the same facts alleged herein.

8. On September 11, 2019, Plaintiff Kim Guillory received a right to sue letter as to all Defendants from the DFEH. On September 10, 2020, Plaintiff Guillory amended her claims with DFEH. On September 10, 2020, Plaintiff Sharon Tesler received a "right to sue" letter as to all Defendants from the DFEH.

9. Any and all other prerequisites to the filing of this suit have been met.

**PARTIES**

10. Plaintiff Kim Guillory ("Ms. Guillory") is an individual who resides in Houston, Texas, and has been employed by Defendant United Airlines, Inc. ("United") and/or its predecessor Continental Airlines as a flight attendant since June 12, 1992. At this time, Ms. Guillory remains employed in that position. At all relevant times, Ms. Guillory met the definition of an "employee" under all applicable state laws.

11. Plaintiff Sharon Tesler ("Ms. Tesler") is an individual who resides in San Jose, California, and has been employed by Defendant United as a flight attendant since February 2, 1986. At this time, Ms. Tesler remains employed in that position. At all relevant times, Ms. Tesler met the definition of an "employee" under all applicable state laws.

1 12. Defendant United Airlines, Inc. is a Delaware corporation which is registered to do  
2 business in and does business in San Mateo County, California. At all relevant times, United had  
3 authority to make personnel decisions concerning Plaintiffs' work schedule, assignments, discipline,  
4 and other work-related issues, including authority to discipline and cause investigation of Plaintiffs.

5 13. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of  
6 participation in the conduct alleged herein, of the Defendants sued as Does 1-50, inclusive, but is  
7 informed and believes, and thereon alleges, that said Defendants are legally responsible for the  
8 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.  
9 Plaintiffs will amend this Complaint to allege the true names and capacities of the Doe Defendants  
10 when ascertained.

11 14. Plaintiff is informed and believes and thereon alleges that each of the Defendants acted  
12 in all respects pertinent to this action as the agent or employee of the other Defendants, carried out a  
13 joint scheme, business plan, or policy in all respects hereto, and therefore the acts of each of the  
14 Defendants are legally attributable to the other defendants. All actions of each defendant alleged in  
15 the causes of action into which this paragraph is incorporated by reference were ratified and  
16 approved by the officers or managing agents of every other defendant.

17 **FACTUAL ALLEGATIONS**

18 **A. THE MERGER**

19 15. Beginning October 1, 2010, United Airlines and Continental Airlines went through a  
20 merger process that extended over a period of years. On March 31, 2013, United merged with and  
21 into Continental, with Continental continuing as the surviving corporation of the merger. Upon the  
22 closing of the merger on March 31, 2013, Continental's name was changed to United Airlines, Inc.

23 16. However, flight attendants from the two airlines did not integrate or merge until 2018.  
24 This meant that, until 2018, scheduling of flight attendants was done as if they were still two  
25 separate companies.  
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1 **B. THE CHARTER PROGRAM**

2 17. Like many airlines, United has offered a “charter” program for regular customers who  
3 elect to hire individual planes to transport groups of individuals. Through the charter program, a  
4 customer can hire a plane on a one-time basis (also known as “ad hoc”), or can establish an account  
5 for regular charter transportation. Typical customers of the charter program include, but are not  
6 limited to, large corporations desiring to transport groups of executives, and sports teams and  
7 franchises (both professional and college teams).

8 18. The charter program is an established and administered program at United, with  
9 dedicated personnel and management, including what are called “Inflight Charter Coordinators,” a  
10 role performed by individual flight attendants. Flight attendants are also necessary to staff the  
11 charter flights, to serve the customers participating in the charter program. The selection of and  
12 assignment of flight attendants to act as Inflight Charter Coordinators and to staff these charter  
13 flights should be performed in an equitable and non-discriminatory manner, in accordance with  
14 United’s internal policies and California law. However, as will be seen, the reality is quite different.

15 19. Flight attendants at United are permitted to select their own flights and schedule. To do  
16 so, they access an online portal. This portal permits flight attendants to view and select upcoming  
17 flights (also known as “picking up” trips) from what is known as the “open market.” All trips are  
18 supposed to be listed in the open market, and every trip is supposed to be available for a flight  
19 attendant to pick up the trip. Flight attendants are not permitted to “hold” flights for other flight  
20 attendants (also known as “parking trips”), yet United allows flight attendants who participate in the  
21 charter program to do so, in furtherance of the discriminatory practices alleged herein.

22 20. The ability of flight attendants to view and select trips is initially based on seniority. In  
23 2018, seniority integration among flight attendants from United and Continental was finalized, and  
24 seniority is now supposed to be based on the original date of hire. The average years of seniority of  
25 pre-merger United Airlines flight attendants is 35 years, while the average length of seniority for  
26 pre-merger Continental Airlines flight attendants is 14 years. Once a schedule based on seniority is  
27 given, flight attendants are allowed to change their schedules by trading their trips with each other

1 and with the open market. This process is supposed to equitably determine the ability of flight  
2 attendants to view and select trips and to be considered for opportunities in a non-discriminatory  
3 manner. But yet again, the reality is quite different.

4 21. As relevant to Plaintiffs' claims, the charter programs have two groups of employees: (1)  
5 Inflight Charter Coordinators, who act as a type of concierge or coordinator with the charter  
6 customer; and (2) "dedicated crews," which are groups of flight attendants who are continually  
7 assigned and/or available to work a particular customer's charters for the seasonal or other duration  
8 required.

9 22. United Airlines operated its charter program for many decades. Before the merger,  
10 Continental Airlines also operated its own charter program. United's program had "dedicated crew"  
11 for particular customers' charters, and a "dedicated list" to fill the dedicated crew positions and any  
12 vacancies therein, but no Inflight Charter Coordinators. Continental's program had Inflight Charter  
13 Coordinators, but no "dedicated crews" and no "dedicated lists."

14 23. In 2014/2015, almost all charter flights were switched to physically operate out of  
15 Continental airplanes. As a result, for United flight attendants, Inflight Charter Coordinators,  
16 "dedicated crews" were supposed to be newly selected and assigned from the entire pool of flight  
17 attendants – but they were not. Upon the 2018 integration of flight attendants, while the positions  
18 should have been newly selected and assigned from the entire pool of both Continental and United  
19 flight attendants, they were not, even as other positions (such as for purser) were newly selected and  
20 assigned. The selection and assignment of the Inflight Charter Coordinators, "dedicated crews," and  
21 the "dedicated list" for the charter program was, and continues to be, unlawfully based on race and  
22 ancestry, age, and gender. These positions are not open to all flight attendants as required, but  
23 instead, are only open to those who fit a specific visual image.

24 24. United currently operates approximately three dozen charters for various teams in the  
25 NFL, MLB, and NCAA. Teams are permitted to go with an "open time crew" or a "dedicated crew"  
26 model. For those teams using the "open time crew" model, which means that the positions are open  
27 to any flight attendant to obtain through the open market, the flight crews demonstrate higher

1 diversity among age, race, and gender. However, the “open time crew” model is rare, because  
2 instead, United encourages the majority of its customers to elect to hire a “dedicated crew” of flight  
3 attendants. For many of the charter customers – including, but not limited to, the San Francisco  
4 49ers, the Los Angeles Rams, the Kansas City Chiefs, and the New Orleans Saints – their “dedicated  
5 crews” have been young, white, female, and predominately blond/blue-eyed for years.

6 25. Flight attendants who are assigned to work on charter flights as Inflight Charter  
7 Coordinators, “dedicated crew,” or even on an ad hoc (one off) basis, receive many benefits which  
8 are not available to other flight attendants, including but not limited to higher wages, premium hotel  
9 accommodations, and more. Although United has a prohibition of accepting gifts over \$25, the  
10 flight attendants working as dedicated crew also receive tickets to and the ability to attend games and  
11 playoff games including the Superbowl, extremely valuable passes granting field access (which are  
12 not even available to the general public), merchandise, and more.

13 **D. THE LONG HISTORY OF DISCRIMINATION AT UNITED**

14 26. United has a long history of discriminatory employment practices, and the company has  
15 been subject to dozens of lawsuits filed by flight attendants, pilots, and others in various state,  
16 federal, and administrative tribunals around the country. Rather than focus on the quality of work  
17 and the loyalty shown by its employees, United has inappropriately elected to value them based on  
18 their age, race, and gender, and the company has engaged in repeated efforts to sexualize  
19 professional flight attendants for its own economic gain.

20 27. Though the airline first hired female flight attendants in the 1930s, until the late 1960s, it  
21 required them to take an oath that they would not marry or have children. The “marriage ban” was  
22 not officially overturned until a series of EEOC and court decision in the late 1960s and early 1970s.  
23 The pregnancy ban, and the company’s failure to offer maternity leave, extended into the 1970s,  
24 (despite the Pregnancy Discrimination Act in 1978) and United States Supreme Court review. In  
25 March 1966, United even enacted an “age ceiling” of 32 years of age, which was also eventually  
26 struck down. These discriminatory practices were supported by strict policies regarding the weight,  
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1 appearance, and grooming of flight attendants, all of which were written so as to encourage the  
2 hiring and retention of young, white, female employees.

3 28. By statute and as a result of decades of jurisprudence, United is prohibited from using  
4 age, race, and gender to make employment decisions. It is prohibited from using age, race, and  
5 gender to offer special assignments, promotions, training, and workplace benefits. The unlawful use  
6 of these factors to determine the Inflight Charter Coordinators and the flight attendants serving  
7 charter flights is merely the latest in United's unceasing and recidivist efforts to lure its customers  
8 with the sexualized image of young, white, female flight attendants.

9 29. This is not even the first time that flight attendants have attempted to hold United  
10 accountable for unlawful conduct regarding the charter program. On August 2, 2010, just before the  
11 merger with Continental was announced, United Airlines was ordered by the United  
12 Airlines/Association of Flight Attendants System's Board of Adjustment to cease and desist from  
13 providing or "feeding" names of select flight attendants to customers, which it did in connection  
14 with charter flights for White House Press and in connection with the 2008 Olympics.  
15 Unfortunately, this decision by the Board of Adjustment had no impact on United's conduct.

16 **E. KIM GUILLORY**

17 30. Kim Guillory is a Black woman, over the age of 39. Ms. Guillory has been subjected to  
18 ongoing discrimination, harassment, and retaliation that has been escalating in severity and  
19 frequency.

20 31. On June 12, 1992, Ms. Guillory began her employment with Continental Airlines as a  
21 flight attendant. In 2018, she became an employee of United, with her seniority based on her date of  
22 hire at Continental.

23 32. In June 2017, Ms. Guillory was injured while attempting to save the life of a passenger  
24 who experienced a serious medical emergency during a flight. Ms. Guillory was on medical leave  
25 from June 13, 2017 to November 12, 2018, when she was cleared by her physician to return to work.

26 33. In December 2018, shortly after returning to work from leave, Ms. Guillory was  
27 accessing the online portal to book trips. She noticed a position on a Los Angeles Rams (an NFL  
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1 team which is a charter program customer) charter listed in the open time market, but she was unable  
2 to book this trip. She contacted United's internal management to inquire about the issue, but she  
3 was told that trip – and all other sports and corporate charter trips – were only available for a  
4 “preferred list of flight attendants.” As it turns out, the “preferred list of flight attendants” for the  
5 Los Angeles Rams consists entirely of youthful, white flight attendants – most of whom are blonde.

6 34. Ms. Guillory immediately complained to United's internal management that the selection  
7 of flight attendants and Inflight Charter Coordinators was being done in a discriminatory manner.  
8 She was referred to Jason Hammontree, who was then overseeing the charter program. Mr.  
9 Hammontree denied Ms. Guillory's accusations, maintaining that the teams themselves were  
10 providing lists identifying individual flight attendants to United which they selected, and that there  
11 was just nothing United could do except comply with the customer's request and provide the  
12 selected flight attendants.

13 35. In dialogue with Mr. Hammontree, Ms. Guillory attempted to obtain resolution of the  
14 selection process throughout the spring of 2019, to no avail.

15 36. In late June 2019, she contacted the scheduling department and was informed that  
16 scheduling had had a practice of informing specific flight attendants when certain sports charters  
17 would come on to the open market system, but that the practice would be discontinued effective July  
18 2019 and there would be no further “heads up” provided by scheduling. However, scheduling's  
19 practice was not discontinued. On July 1, 2019, Ms. Guillory and Ms. Tesler together drafted  
20 another complaint about the discriminatory selection process, which Ms. Guillory sent to Kate Gebo,  
21 the head of United's Human Resources department. Ms. Gebo did not respond to that letter.

22 37. Instead, on July 11, 2019, United pulled Ms. Guillory from duty, questioning whether she  
23 was capable of performing her job duties due to her 2017 injury. Ms. Guillory objected that not only  
24 she been cleared to return to work, she had actually been back at work for nearly a year without any  
25 inability to perform her duties. Eventually, on August 29, 2019, after weeks of objections from Ms.  
26 Guillory, she was permitted to return to work.

1 38. Also on August 29, 2019, Ms. Guillory complained again to Ms. Gebo regarding the  
2 discriminatory charter program selection practices.

3 39. In November 2019, Ms. Guillory was informed that United management had instructed  
4 the scheduling desk to list the few charter trips that did come into the open market in a method that  
5 would prevent more senior (i.e., older) flight attendants from reserving the trips.

6 40. In December 2019, Ms. Guillory received a letter from United indicating that, following  
7 an unspecified investigation into her allegations of discrimination in connection with the charter  
8 program, the company disagreed with her because flight attendants were purportedly selected by the  
9 teams and “United played no role in the selection process.”

10 41. On February 7, 2020, Ms. Guillory applied for a “Flying Supervisor” position, which  
11 would be a promotion as compared to her current position. To apply for the position, she had to  
12 complete an online job application with questionnaires, using United’s internal system. As she was  
13 finalizing her application – i.e., *before the application had even been sent* – Ms. Guillory received  
14 an email informing her that she was rejected for the position, and stating that “We have reviewed  
15 your credentials and experience for the Supervisor - Flying - EWR, ORD, SFO-UNI00002307-DH  
16 position and we have selected other candidates whose backgrounds more closely match the  
17 requirements of this position. Please know that you were part of an extremely competitive candidate  
18 pool and our decision was a difficult one.”

19 42. In early February 2020, United posted an internal communication to its flight attendants  
20 that it would be making changes to the charter programs in 2021 and beyond. United’s internal  
21 communications portal allows employees to comment on the posts. Several employees posted  
22 comments. On February 13, 2020, Ms. Guillory posted as follows:

23 For far too long the NFL charter's in SFO, specifically the preferred list is mainly  
24 White Females and is in no way reflective of the demographics of the SFO base  
25 nor the teams in which we charter. It is disheartening and nothing short of  
26 discrimination. The Rams, 49ers etc in SFO, with the exception of 1 woman of  
27 color are White Females. Where are the Asians, Hispanics, Blacks, Gays, naming

1 a few? For the Super bowl, the entire crew for the Kansas City Chiefs were all  
2 White Females. There is no justification for such blatant and shameless acts of  
3 exclusion. Though it looks good on paper to make changes to the charter program  
4 and the process, why wait until 2022 for SFO, why not make this program equal  
5 for all "Right Now?" I encourage everyone to take a look at the "Preferred list"  
6 you will see the inequity for yourself. United promotes inclusion but acts on  
7 exclusion. Kim Guillory, Flight Attendant SFO

8 Immediately after this posting, on February 13, 2020, Ms. Guillory received a telephone  
9 call from a senior manager (Natalie James) in United's Human Resources department.

10 Towards the end of February 2020, Ms. Guillory received a telephone call from Colleen  
11 Roth stating that the base director wanted to meet with Ms. Guillory regarding her  
12 statement for a "mandatory meeting." Under United's disciplinary structure, if an  
13 employee does not show up to a mandatory meeting, they can be terminated.

14 43. During the spring of 2020, Ms. James and Ms. Guillory continued to communicate about  
15 the discriminatory charter program selection practices, but to no avail: United refuses to make the  
16 Inflight Charter Coordinator positions or the "dedicated crew" positions or the "dedicated crew"  
17 positions open to all flight attendants, regardless of their age, gender, and/or race. In fact, in 2020,  
18 United made all MLB teams entirely dedicated with one exception, and many young flight  
19 attendants without seniority (who had never worked charter flights before) received positions as  
20 "dedicated crew" and have been placed on the "dedicated list."

21 44. United has failed and refused to make any positions as an Inflight Coordinator, a  
22 "dedicated crew" member, or a "dedicated list" member available to Ms. Guillory.

23 45. United's practices have caused emotional distress, humiliation and despair to Ms.  
24 Guillory.

25 **F. SHARON TESLER**

26 46. Unfortunately, Ms. Guillory was not alone in experiencing unlawful discrimination and  
27 harassment caused and permitted by United.

1 47. Ms. Tesler is a Jewish female over the age of 39. She has been employed by United  
2 Airlines since February 2, 1986, and became an employee of Defendant United with the merger.

3 48. Ms. Tesler has experienced multiple incidents of employees at United discriminating  
4 against Jewish individuals. For example, on October 14, 2019, Ms. Tesler was discussing various  
5 flights with two other flight attendants. The subject of Tel Aviv came up in the conversation. One  
6 of the flight attendants stated that she did not like going to Tel Aviv because “the people are awful,”  
7 adding “they even come into the galley to do their little prayer thingies.” She further stated that it  
8 had been a while since she had flown to Tel Aviv, but that hopefully United management had  
9 changed the policy to prevent “them” from coming in the galley to do their little prayer thingies.”

10 49. In a separate incident, on a Tel Aviv trip on or about October 30, 2020, the fasten seat  
11 belt sign went on a bit too early. A flight attendant said to Ms. Tesler: “No movement for thirty  
12 minutes. That’s how it should be with these people.” This flight attendant also stated during the  
13 flight that Jewish passengers should not be permitted any more types of Kosher-certified meals, and  
14 that she hoped a group of difficult passengers would not be on the return flight, because “these  
15 passengers are bad enough.” Likewise, when discussing the fact that United was going to start  
16 flying to India, a flight attendant stated “those people are worse than the Israelis.” The Tel Aviv  
17 route has been a particular source for disparaging comments, with Ms. Tesler regularly experiencing  
18 negative comments from other flight attendants about Jewish and Israeli people, including that  
19 “those people” (Israelis and Jewish people) are “horrible,” “entitled,” “awful,” and “demanding”.  
20 Meanwhile, United has established cultural awareness courses for some foreign countries, but not for  
21 Israel even though it is clearly needed.

22 50. In February 2019, Ms. Tesler attended the “Backstage” event (a training for flight  
23 attendants). She had requested a kosher meal, since United indicated it would accommodate special  
24 meals. However, she and two other individuals seeking kosher meals were not provided with the  
25 kosher meals they had requested, and instead, were directed to the back of the room. The “kosher”  
26 meal consisted only of a large, partially unsealed salad which they were all expected to share, while  
27 kosher meals are supposed to be sealed and individually marked.



1 and/or those that are on a “list.” When she asked how she would be on the list, she was told by  
2 scheduling that the flight attendant had to be “requested by the team.”

3 56. In February 2019, Ms. Tesler sent an email to United management requesting that the  
4 company end its discriminatory practices in selection of flight attendants for the charter programs  
5 and make the positions open to all flight attendants, regardless of age, race, and gender. She also  
6 spoke with Jason Hammontree. Mr. Hammontree informed Ms. Tesler that if a team requested her  
7 directly, she would be disciplined. He also informed her that seniority had no bearing whatsoever on  
8 whether a flight attendant would be selected for participation in the charter program and that it was  
9 based solely on “likability” of a particular flight attendant. United did not stop its unlawful practices  
10 in response to Ms. Tesler’s request.

11 57. In May 2019, Ms. Tesler wrote to Colleen Roth, her local HR contact, about the  
12 continuing practices. Ms. Tesler asked how a team would know her name if she was not able to  
13 apply for the opportunity to work with them. Ms. Roth responded and informed Ms. Tesler that the  
14 lists had been built “based on the team’s preferences.”

15 58. In September 2019, Ms. Tesler attempted to book a charter trip for Stanford University’s  
16 Cardinals immediately as she saw it drop into the open market. However, the system would not  
17 allow her to book the trip. She later learned the trip had been booked by a young, white, blonde  
18 flight attendant who possessed less seniority than Ms. Tesler. In October 2019, Ms. Tesler  
19 attempted to book a Los Angeles Rams charter trip immediately when she saw it drop into the open  
20 market, and was also denied. Once again, the trip was booked by a younger, white blonde flight  
21 attendant. These are merely examples of the many times this has occurred. In both these instances  
22 as well as so many others, the placements of these flight attendants could never have occurred unless  
23 there were unlawful manual selection practices occurring in the scheduling department and  
24 elsewhere within United.

25 59. As set forth above, United refuses to remedy the discriminatory practices, and refuses to  
26 make the Inflight Charter Coordinator positions, the “dedicated crew” positions, or the “dedicated  
27 list” positions open to all flight attendants, regardless of their age, gender, and/or race.

1 60. United has failed and refused to make any positions as an Inflight Coordinator, a  
2 “dedicated crew” member, or a “dedicated list” member available to Ms. Tesler.

3 61. United’s practices have caused emotional distress, humiliation and despair to Ms. Tesler.

4 **F. UNITED REFUSES TO STOP ITS DISCRIMINATORY PRACTICES**

5 62. Despite requests from Ms. Guillory and Ms. Tesler, and despite being previously ordered  
6 to cease and desist from similar conduct, United has failed and refused to make the Inflight Charter  
7 Coordinator positions open to all flight attendants, regardless of age, gender, and race and ancestry.  
8 It has refused to place the “dedicated crew” positions in the open market, or otherwise make them  
9 available to all flight attendants, regardless of age, gender, and race. Instead, it has adopted and  
10 continues to implement procedures that are designed to ensure that young, white, blonde/blue-eyed,  
11 female employees receive positions with the charter program, while more senior, and Black and  
12 Jewish employees such as Plaintiffs, do not.

13 **FIRST CAUSE OF ACTION**

14 **Discrimination in Violation of FEHA – Race and Ancestry (Gov. Code § 12940(a))**

15 **(Against All Defendants)**

16 63. Plaintiffs incorporate and reallege the allegations of paragraphs 1 through 62 above, as  
17 though set forth fully herein.

18 64. Defendant is an employer in the State of California, as defined in the California Fair  
19 Employment and Housing Act (“FEHA”). Jurisdiction is invoked in this Court pursuant to Gov.  
20 Code §§ 12900, 12921, 12926, 12940 and 12965.

21 65. During all times relevant to this complaint, Plaintiffs performed their duties as flight  
22 attendants appropriately and correctly. Plaintiffs’ job performance was always satisfactory and  
23 usually excellent.

24 66. Plaintiffs are members of protected classes. Plaintiff Guillory is Black. Plaintiff Tesler is  
25 Jewish.

26 67. Defendant discriminated against Plaintiffs based on their race and/or ancestry, and took  
27 adverse action against Plaintiffs because of their race and/or ancestry, in violation of FEHA in at

1 least the following ways: (1) preventing Plaintiffs from obtaining various positions in the charter  
2 program as Inflight Charter Coordinators and/or as dedicated crew members; (2) preventing  
3 Plaintiffs from obtaining employment benefits and training; (3) as to Plaintiff Guillory, performing  
4 racially disparate discipline and other adverse employment actions; and (4) performing an  
5 involuntary suspension/involuntary medical leave of Plaintiff Guillory in July-August 2019.

6 68. The management of Defendant United knew of these racially discriminatory practices  
7 and among managers generally but took no remedial action or, if remedial action was attempted, it  
8 was insufficient and not supervised to ensure compliance.

9 69. The adverse employment actions alleged in Paragraph 67 herein, and as otherwise set  
10 forth in this Complaint, were and are continuing in character.

11 70. Plaintiffs filed charges of discrimination, harassment, retaliation, and other illegal  
12 conduct by Defendants with the California Department of Fair Employment and Housing within  
13 applicable timelines. Such conduct, including acts and omissions, are part of ongoing, continuing  
14 violations by one or more Defendants. The Department issued both Plaintiffs right-to-sue letters  
15 within one year of the filing of this Complaint. Plaintiffs have exhausted any and all applicable  
16 administrative remedies, and met any and all jurisdictional requirements.

17 71. Plaintiffs suffered damages legally caused by Defendants' discrimination, including,  
18 without limitation, those further described in the section below entitled "Damages," which is  
19 incorporated here, to the extent pertinent, as if set forth here in full.

20 72. Defendants' conduct, acts and omissions, constituted and/or resulted in negative and  
21 adverse employment action(s) and represented materially adverse change(s) in the terms and/or  
22 conditions of Plaintiffs' employment. The facts and circumstances surrounding Defendants'  
23 conduct, acts and omissions indicates discriminatory motive and animus.

24 73. Plaintiffs are informed and thereon allege that this cause of action is not pre-empted by  
25 the California Workers' Compensation Act on the grounds that discrimination on the basis of  
26 race/national origin is not a risk of employment.



1           74. As a proximate result of Defendants' conduct, acts and omissions, Plaintiffs have  
2 suffered special damages in the form of lost earnings, benefits and/or out of pocket expenses in an  
3 amount according to proof at the time of trial. As a further direct and proximate result of these  
4 Defendants' conduct, Plaintiffs will suffer additional special damages in the form of lost future  
5 earnings, benefits and/or other prospective damages in an amount according to proof at the time of  
6 trial.

7           75. As a further direct and proximate result of these Defendants' conduct, Plaintiffs have  
8 suffered loss of peace of mind and future security, and have suffered embarrassment, humiliation,  
9 mental and emotional pain and distress and discomfort, all to their detriment and damage in amounts  
10 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

11           76. By reason of the conduct of Defendants herein, Plaintiffs have retained attorneys to  
12 prosecute their claims under FEHA. Plaintiffs are therefore entitled to recover reasonable attorneys'  
13 fees and costs pursuant to at least Gov. Code § 12965(b), and other applicable grounds, in addition to  
14 other damages as provided by law and as alleged herein.

15           77. Defendants, and each of them, committed the acts alleged herein maliciously, with the  
16 wrongful intention of injuring Plaintiffs, from an oppressive and improper motive amounting to  
17 malice, and in conscious disregard of Plaintiffs' rights, in that Defendants, and each of them,  
18 continued to harass, retaliate, and discriminate against Plaintiffs, on an ongoing and continuous  
19 basis, for months and even years after they had complained about such acts/omissions, and because  
20 of such complaints/reports. Thus, Plaintiffs are entitled to recover punitive damages from  
21 Defendants.

22           78. Defendants' violation of the Fair Employment and Housing Act entitles Plaintiffs to  
23 recover general damages, special damages, attorneys' fees and costs, injunctive relief, and punitive  
24 damages.

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1 **SECOND CAUSE OF ACTION**

2 **Discrimination in Violation of FEHA – Age (Gov. Code § 12940(a))**

3 **(Against All Defendants)**

4 79. Plaintiffs incorporate and reallege the allegations of paragraphs 1 through 78 above, as  
5 though set forth fully herein.

6 80. Defendant is an employer in the State of California, as defined in the California Fair  
7 Employment and Housing Act (“FEHA”). Jurisdiction is invoked in this Court pursuant to Gov.  
8 Code §§ 12900, 12921, 12926, 12940 and 12965.

9 81. During all times relevant to this complaint, Plaintiffs performed their duties as flight  
10 attendants appropriately and correctly. Plaintiffs’ job performance was always satisfactory and  
11 usually excellent.

12 82. Plaintiffs are members of a protected class as both Plaintiffs are over age 39.

13 83. Defendant discriminated against Plaintiffs based on their age, and took adverse action  
14 against Plaintiffs because of their age, in violation of FEHA in at least the following ways: (1)  
15 preventing Plaintiffs from obtaining various positions in the charter program as Inflight Charter  
16 Coordinators and/or as dedicated crew members; and (2) preventing Plaintiffs from obtaining  
17 employment benefits and training.

18 84. The management of Defendant United knew of these discriminatory practices and among  
19 managers generally but took no remedial action or, if remedial action was attempted, it was  
20 insufficient and not supervised to ensure compliance.

21 85. The adverse employment actions alleged in Paragraph 83 herein, and as otherwise set  
22 forth in this Complaint, were and are continuing in character.

23 86. Plaintiffs filed charges of discrimination, harassment, retaliation, and other illegal  
24 conduct by Defendants with the California Department of Fair Employment and Housing within  
25 applicable timelines. Such conduct, including acts and omissions, are part of ongoing, continuing  
26 violations by one or more Defendants. The Department issued both Plaintiffs right-to-sue letters  
27

1 within one year of the filing of this Complaint. Plaintiffs have exhausted any and all applicable  
2 administrative remedies, and met any and all jurisdictional requirements.

3 87. Plaintiffs suffered damages legally caused by Defendants' discrimination, including,  
4 without limitation, those further described in the section below entitled "Damages," which is  
5 incorporated here, to the extent pertinent, as if set forth here in full.

6 88. Defendants' conduct, acts and omissions, constituted and/or resulted in negative and  
7 adverse employment action(s) and represented materially adverse change(s) in the terms and/or  
8 conditions of Plaintiffs' employment. The facts and circumstances surrounding Defendants'  
9 conduct, acts and omissions indicates discriminatory motive and animus.

10 89. Plaintiffs are informed and thereon allege that this cause of action is not pre-empted by  
11 the California Workers' Compensation Act on the grounds that discrimination on the basis of  
12 race/national origin is not a risk of employment.

13 90. As a proximate result of Defendants' conduct, acts and omissions, Plaintiffs have  
14 suffered special damages in the form of lost earnings, benefits and/or out of pocket expenses in an  
15 amount according to proof at the time of trial. As a further direct and proximate result of these  
16 Defendants' conduct, Plaintiffs will suffer additional special damages in the form of lost future  
17 earnings, benefits and/or other prospective damages in an amount according to proof at the time of  
18 trial.

19 91. As a further direct and proximate result of these Defendants' conduct, Plaintiffs have  
20 suffered loss of peace of mind and future security, and have suffered embarrassment, humiliation,  
21 mental and emotional pain and distress and discomfort, all to their detriment and damage in amounts  
22 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

23 92. By reason of the conduct of Defendants herein, Plaintiffs have retained attorneys to  
24 prosecute their claims under FEHA. Plaintiffs are therefore entitled to recover reasonable attorneys'  
25 fees and costs pursuant to at least Gov. Code § 12965(b), and other applicable grounds, in addition to  
26 other damages as provided by law and as alleged herein.

1 93. Defendants, and each of them, committed the acts alleged herein maliciously, with the  
2 wrongful intention of injuring Plaintiffs, from an oppressive and improper motive amounting to  
3 malice, and in conscious disregard of Plaintiffs' rights, in that Defendants, and each of them,  
4 continued to harass, retaliate, and discriminate against Plaintiffs, on an ongoing and continuous  
5 basis, for months and even years after they had complained about such acts/omissions, and because  
6 of such complaints/reports. Thus, Plaintiffs are entitled to recover punitive damages from  
7 Defendants.

8 94. Defendants' violation of the Fair Employment and Housing Act entitles Plaintiffs to  
9 recover general damages, special damages, attorneys' fees and costs, injunctive relief, and punitive  
10 damages.

11 **THIRD CAUSE OF ACTION**

12 **Racial Harassment in Violation of FEHA (Cal Gov. Code § 12940(j))**

13 **As to all Defendants**

14 95. Plaintiffs incorporate and re-allege the allegations of paragraphs 1 through 94 above, as  
15 though set forth fully herein.

16 96. Defendant is an employer in the State of California, as defined in the California Fair  
17 Employment and Housing Act ("FEHA"). Jurisdiction is invoked in this Court pursuant to Gov.  
18 Code §§ 12900, 12921, 12926, 12940 and 12965.

19 97. At all times Defendant has created and allowed the creation of a hostile work  
20 environment for Black individuals and Jewish individuals.

21 98. The acts giving rise to a hostile work environment include, but are not limited to, the  
22 following: failure to permit Plaintiffs to apply for positions that are made available only to white  
23 employees; failure to support Plaintiffs when they were subjected to racial discrimination and  
24 harassment by other employees; and imposition of meritless discipline upon Plaintiff Guillory,  
25 including an involuntary suspension.

26 99. The facts described in Paragraph 98, along with the specific details set forth in this  
27 Complaint as to each Plaintiff, created a racially hostile work environment for Plaintiffs.



1 106. Defendants' violation of the Fair Employment and Housing Act entitles Plaintiffs to  
2 recover general damages, special damages, attorneys' fees and costs, injunctive relief, and punitive  
3 damages.

4 **FOURTH CAUSE OF ACTION**

5 **Retaliation in Violation of FEHA – Cal. Gov. Code § 12940(h)**

6 **Against All Defendants**

7 107. Plaintiffs incorporate and re-allege the allegations of paragraphs 1 through 106 above,  
8 as though set forth fully herein.

9 108. Defendant is an employer in the State of California, as defined in the California Fair  
10 Employment and Housing Act ("FEHA"). Jurisdiction is invoked in this Court pursuant to Gov.  
11 Code §§ 12900, 12921, 12926, 12940 and 12965.

12 109. Plaintiffs engaged in protected activity in at least the following ways: (1) they went  
13 through recognized procedures to address bias and harassment at their workplace by reporting it to  
14 management and requesting that it cease and desist; (2) Plaintiff Guillory challenged disciplinary  
15 proceedings entered against her; (3) Plaintiff Guillory took medical leave and otherwise availed  
16 herself of personnel policies that were available to her.

17 110. Defendants took the following adverse employment actions in response to the  
18 protected activities of Plaintiffs: micromanagement; creation of a hostile work environment;  
19 disciplinary process and "investigations" placed in Plaintiffs' personnel files; and removal of  
20 employment privileges that had previously been available to Plaintiffs, but were taken away. The  
21 retaliation include subjecting Plaintiffs to needless and improper additional harassment,  
22 discrimination, threat, and stress, because of Plaintiffs' complaints about discrimination, harassment,  
23 and retaliation, and attempting to initiate procedures to have the illegal conduct stop.

24 111. At all times, Plaintiffs' complaints of harassment and discrimination were concerning  
25 the acts and omissions regarding the charter program, and were made to various other  
26 managers/supervisors up the chain of command, who were ostensibly responsible for receiving  
27 complaints and addressing violations of law and conduct prohibited by FEHA and Defendants' own  
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1 policies. Such complaints and reporting by Plaintiffs were both formal and informal, written and  
2 verbal, and were made with reasonable, good faith belief that applicable law and policy prohibit such  
3 conduct.

4 112. Defendants knew, or reasonably should have known, that Plaintiffs engaged in  
5 protected activity, and their retaliatory conduct, acts, and omissions toward Plaintiffs resulted  
6 therefrom.

7 113. This continuous and ongoing retaliation and pattern of conduct by Defendants caused  
8 substantial and material negative impact on Plaintiffs' employment, in Defendants' violation of at  
9 least the provisions of Gov. Code § 12940(h).

10 114. Plaintiffs are informed and thereon allege that this cause of action is not pre-empted  
11 by the California Workers' Compensation Act on the grounds that harassment on the basis of  
12 race/national origin is not a risk of employment.

13 115. As a proximate result of Defendants' conduct, acts and omissions, Plaintiffs have  
14 suffered special damages in the form of lost earnings, benefits and/or out of pocket expenses in an  
15 amount according to proof at the time of trial. As a further direct and proximate result of these  
16 Defendants' conduct, Plaintiffs will suffer additional special damages in the form of los future  
17 earnings, benefits and/or other prospective damages in an amount according to proof at the time of  
18 trial.

19 116. As a further direct and proximate result of these Defendants' conduct, Plaintiffs have  
20 suffered loss of peace of mind and future security, and have suffered embarrassment, humiliation,  
21 mental and emotional pain and distress and discomfort, all to their detriment and damage in amounts  
22 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

23 117. By reason of the conduct of Defendants herein, Plaintiffs have retained attorneys to  
24 prosecute their claims under EEHA. Plaintiffs are therefore entitled to recover reasonable attorneys'  
25 fees and costs pursuant to at least Gov. Code § 12965(b), and other applicable grounds, in addition to  
26 other damages as provided by law and as alleged herein.

1 118. Defendants, and each of them, committed the acts alleged herein maliciously, with  
2 the wrongful intention of injuring Plaintiffs, from an oppressive and improper motive amounting to  
3 malice, and in conscious disregard of Plaintiffs' rights, in that Defendants, and each of them,  
4 continued to harass, retaliate, and discriminate against Plaintiffs, on an ongoing and continuous  
5 basis, for months and even years after they had complained about such acts/omissions, and because  
6 of such complaints/reports. Thus, Plaintiffs are entitled to recover punitive damages from  
7 Defendants.

8 119. Defendants' violation of the Fair Employment and Housing Act entitles Plaintiffs to  
9 recover general damages, special damages, attorneys' fees and costs, injunctive relief, and punitive  
10 damages.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Prevent Discrimination and Harassment in Violation of FEHA**

13 **Cal. Gov. Code § 12940(k)**

14 **Against All Defendants**

15 120. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 119  
16 above, as though set forth fully herein.

17 121. Defendant is an employer in the State of California, as defined in the California Fair  
18 Employment and Housing Act ("FEHA"). Jurisdiction is invoked in this Court pursuant to Gov.  
19 Code §§ 12900, 12921, 12926, 12940 and 12965.

20 122. Defendants have obligations under FEHA to prevent racial, sex and disability  
21 discrimination and harassment in their workplaces.

22 123. Defendants knew and/or should have known that individuals involved with selection  
23 of the Inflight Coordinators and flight attendants to work the charter flights (i.e. colleagues of  
24 Plaintiffs) were prejudiced against flight attendants over age 39, and against Black and Jewish flight  
25 attendants. This is evidenced by, among other things, the repeated recognition that the "dedicated  
26 crew" members for multiple charter flight customers are young, female, white, and mostly (and in  
27



1 some cases all) blond. Notwithstanding said recognition, no action was taken to protect Plaintiffs  
2 from these employees' racist animus.

3 124. Instead, Defendants have knowingly retained and protected employees who have  
4 selected flight attendants to work in the charter program based solely on their appearance, age (under  
5 39), race (white), and gender (female), which is known to be hostile toward members of the  
6 protected classes and/or known by the management to disregard the laws prohibiting discrimination  
7 in employment. The managing agents of United made conscious decisions that they would not  
8 comply with the laws of this State.

9 125. Defendants promised that United had established procedures to ensure that Plaintiffs'  
10 workplace would be free from discrimination, harassment, and retaliation based on age, race, and  
11 gender; that those who committed discrimination, harassment, and retaliation would be disciplined;  
12 and that United would ensure that employees were not subjected to disparate treatment as compared  
13 to employees of other ages and races. These promises were made over a period of many years,  
14 including in policy initiatives and statements made both internally and publicly.

15 126. These statements were not statements of opinion, but instead, were statements of fact  
16 as Defendants had superior knowledge of the extent of racial animus directed towards older  
17 employees, and towards Black and Jewish employees, and Defendants had special knowledge of  
18 Defendants' failure to establish and/or enforce policies to address discrimination, harassment, and  
19 retaliation directed towards these employees.

20 127. As a direct and proximate failure by Defendants to protect Plaintiffs from supervisors  
21 and other employees with unlawful, discriminatory biases, Plaintiffs were wrongfully disciplined (in  
22 the case of Ms. Guillory) and subjected to adverse employment actions (as to both Plaintiffs) without  
23 good and sufficient cause.

24 128. Plaintiffs are informed and thereon allege that this cause of action is not pre-empted  
25 by the California Workers' Compensation Act on the grounds that harassment on the basis of age ,  
26 physical appearance, and race/national origin is not a risk of employment.

1           129. As a proximate result of Defendants' conduct, acts and omissions, Plaintiffs have  
2 suffered special damages in the form of lost earnings, benefits and/or out of pocket expenses in an  
3 amount according to proof at the time of trial. As a further direct and proximate result of these  
4 Defendants' conduct, Plaintiffs will suffer additional special damages in the form of los future  
5 earnings, benefits and/or other prospective damages in an amount according to proof at the time of  
6 trial.

7           130. As a further direct and proximate result of these Defendants' conduct, Plaintiffs have  
8 suffered loss of peace of mind and future security, and have suffered embarrassment, humiliation,  
9 mental and emotional pain and distress and discomfort, all to their detriment and damage in amounts  
10 not fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

11           131. By reason of the conduct of Defendants herein, Plaintiffs have retained attorneys to  
12 prosecute their claims under FEHA. Plaintiffs are therefore entitled to recover reasonable attorneys'  
13 fees and costs pursuant to at least Gov. Code § 12965(b), and other applicable grounds, in addition to  
14 other damages as provided by law and as alleged herein.

15           132. Defendants, and each of them, committed the acts alleged herein maliciously, with  
16 the wrongful intention of injuring Plaintiffs, from an oppressive and improper motive amounting to  
17 malice, and in conscious disregard of Plaintiffs' rights, in that Defendants, and each of them,  
18 continued to harass, retaliate, and discriminate against Plaintiffs, on an ongoing and continuous  
19 basis, for months and even years after they had complained about such acts/omissions, and because  
20 of such complaints/reports. Thus, Plaintiffs are entitled to recover punitive damages from  
21 Defendants.

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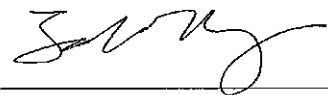
WHEREFORE, Plaintiff prays for judgment as against Defendants, and each of them, as

follows:

1. Compensatory damages in an amount according to proof;
2. Damages for emotional distress;
3. Punitive and exemplary damages according to proof;
4. Reasonable attorneys' fees incurred herein;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court deems proper.

DATED: September 10, 2020

**LAW OFFICES OF JOSEPH L. ALIOTO AND  
ANGELA ALIOTO**

By:   
\_\_\_\_\_  
Jordanna G. Thigpen  
Attorneys for Plaintiffs


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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury of all issues triable as a right by jury.

DATED: September 10, 2020

**LAW OFFICES OF JOSEPH L. ALIOTO AND  
ANGELA ALIOTO**

By:   
\_\_\_\_\_  
Jordanna G. Thigpen  
Attorneys for Plaintiffs