

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

Civil Action No.: 4:21-cv-01074-P

**REDACTED APPENDIX IN SUPPORT OF  
PLAINTIFFS' MOTION FOR CLASS CERTIFICATION  
VOLUME III OF III  
EXHIBITS 116–136; APP.685–892**

Plaintiffs file this three-volume Redacted Appendix in Support of Plaintiffs' Motion for Class Certification and, in support thereof, show the Court as follows:

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January 26, 2024

Respectfully submitted,

/s/ Mark R. Paoletta

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**CERTIFICATE OF SERVICE**

A true and correct copy of the foregoing has been served via the Court's electronic filing system upon all counsel of record and a copy has been provided to Defendant's counsel.

/s/ Brian J. Field  
Brian J. Field

# **EXHIBIT 116**



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et al., )  
individually, and on )  
behalf of all others )  
similarly situated, )  
 ) Civil Action No.  
Plaintiffs, ) 4:21-cv-01074-P  
 )  
v. )  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF  
DEBRA JENNEFER THAL JONAS  
SEPTEMBER 18, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF DEBRA JENNEFER  
THAL JONAS, produced as a witness at the instance of the  
Defendant, and duly sworn, was taken in the above-styled  
and numbered cause on the 18th day of September, 2023,  
from 9:31 a.m. to 5:03 p.m., before Julie C. Brandt,  
RMR, CRR, and CSR in and for the State of Texas,  
reported by machine shorthand at Kelly Hart & Hallman,  
LLP, 201 Main Street, Suite 2500, Fort Worth, Texas,  
pursuant to the Federal Rules of Civil Procedure and the  
provisions stated on the record or attached hereto.

1 A. Yes.

2 Q. -- as compared --

3 A. I love being in the club. My stepfather  
4 worked in the Crown Room for Delta, and I have always  
5 aspired to be into the club. And we called it the  
6 President's Club at Continental. So I always wanted to  
7 work in the club, and I'm very comfortable there. I do  
8 a lot of membership sales. I'm very productive.

9 Q. And how would you describe how working the  
10 United Club is different than your pre-August 2021 role  
11 as a more ordinary customer service representative?

12 A. It's not quite as stressful, although it can  
13 be when there's delays and cancellations, but it's a  
14 more easygoing place. Aside from verifying people's  
15 credentials, they also want to do seat changes and  
16 upgrades and move to earlier flights. We have to move  
17 their bags. I do a lot of the same things I would do at  
18 the ticket counter, only I have the membership factor  
19 and to verify that people have what they need to get in  
20 or sell them what they need if they don't, if they're  
21 willing. And I sell a lot of memberships.

22 Q. And selling them memberships is not something  
23 that you did as an ordinary customer service  
24 representative, correct?

25 A. Correct.

1 discrimination on the basis of religion?

2 A. Not that I recall.

3 Q. And the Exhibit 10 dated April 12, 2022, you  
4 would agree this is the charge that you submitted to the  
5 EEOC concerning United's vaccine requirement?

6 A. Right, in correspondence with the medical RAP.

7 Q. Okay. Do you raise any claim of retaliation  
8 in this charge of discrimination, Exhibit 10 in front of  
9 you?

10 A. I don't state the word "retaliation," but the  
11 actions are retaliation.

12 Q. Okay. So describe for me what words in this  
13 charge you believe assert your claim for retaliation?

14 MS. SOUIERS: Objection, calls for legal  
15 conclusion.

16 You can answer, D.J.

17 A. Being required to be tested twice a week even  
18 on vacation out of town with a broken ankle, to me  
19 that's retaliation.

20 Having to wear a mask when other people don't  
21 have to wear a mask, that's retaliation.

22 Being stuck in a small office when I'm  
23 claustrophobic with three people with no windows that's  
24 tiny, that's retaliation.

25 Being demoted to a phone job that I haven't

1 done since 1984, that's retaliation.

2 Q. (BY MR. MAUGERI) So you've listed a few  
3 objections. Anything else that you contend was  
4 retaliatory that United did?

5 A. Having to eat by myself in a separate area  
6 away from my fellow AOD employees even, I felt  
7 ostracized. I felt like a lepper in a colony where I  
8 was demoted and forced into this little room to do  
9 something I didn't want to do just to keep my job. To  
10 me, that's retaliation.

11 Q. And is it fair to say that everything you just  
12 described was in connection with the reasonable  
13 accommodation United provided you as an exemption from  
14 the COVID vaccine?

15 A. They call it a reasonable accommodation.  
16 There's nothing reasonable, nor accommodating, about it.  
17 I disagree with that term. It's --

18 Q. So I understand that you disagree with the  
19 term, but the conduct that you're complaining of as  
20 retaliatory, that concerns the accommodation that United  
21 provided you as a response to your exemption request  
22 from COVID, correct?

23 MS. SOUIERS: Objection, calls for legal  
24 conclusion.

25 A. I don't see it an accommodation when I'm

1 demoted and embarrassed and shamed and forced to do  
2 things nobody else is forced to do, forced to wear a  
3 mask publicly that nobody else is wearing. No, it's not  
4 an accommodation. That's what they call it. They  
5 allowed me to keep my job but under all these nasty  
6 conditions.

7 Q. (BY MR. MAUGERI) So would you agree that --  
8 and I understand, Mrs. Jonas, you did not prefer them,  
9 but would you agree that the various conditions you're  
10 complaining of as retaliatory were in response to you  
11 submitting and being awarded a medical reasonable  
12 accommodation exemption from COVID?

13 MS. SQUIERS: Objection, calls for legal  
14 conclusion.

15 A. Being the only way to keep my job, I had to do  
16 whatever they said.

17 Q. (BY MR. MAUGERI) Okay.

18 A. No matter how unreasonable it was.

19 Q. Right.

20 My question was slightly different, which is  
21 the various conditions you're complaining of as  
22 retaliatory, those were all in response to you  
23 submitting and being awarded a medical reasonable  
24 accommodation request?

25 A. Yeah, it's a consequence of it.

1 club, I lost all of that.

2 Q. But in terms of the accommodation, just  
3 staying focused there --

4 A. Uh-huh, yes.

5 Q. -- your high, unique position of seniority  
6 entitled you to a different accommodation than other  
7 lower seniority CSRs?

8 A. It should have.

9 Q. Well, it did, right, ma'am?

10 A. It didn't do anything for me.

11 Q. So I thought I understood your testimony to be  
12 that your manager asked you and gave you options when it  
13 came to the hours for the AOD program. Is that correct?

14 A. Yes, but I still had to work in a little room  
15 with a bunch of people and no windows.

16 Q. I -- sorry.

17 So I understand that. What I'm asking is your  
18 high, unique seniority entitled you to different aspects  
19 of the AOD accommodation than other lower seniority  
20 individuals who were also exempt from the vaccine  
21 requirement?

22 A. I guess so.

23 MS. SQUIERS: Objection, asked and  
24 answered.

25 Go ahead, D.J.

1           So what -- besides what we've discussed here  
2           today, what, if any, compensatory damages for emotional  
3           pain and mental anguish are you claiming?

4           A. From the moment they put out the vaccine  
5           mandate on August 6th, I was put under immense stress  
6           and suffering, having at that point 37 years of my life  
7           dedicated to these companies that are just going to kick  
8           me out the door because I can't take a shot because of  
9           my medical issues. It was horrible.

10           I knew that I had gotten the house situation  
11           under control, but I still needed income to buy  
12           groceries, and I take care of -- basically, my income  
13           handles three adults and three cats. So I have to have  
14           money coming in to be able to pay for my son, who is  
15           going to be 23 but hasn't moved out yet, and it's a lot  
16           of pressure.

17           So I had the monetary pressure, the stress.  
18           It affects everything in your life. It affects your  
19           sleep. It affects your concentration. It affects your  
20           ability to smile to the customers as they're coming in.  
21           Because all you can think about is how am I going to  
22           make money? How am I going to get another job? I'm  
23           senior citizen. I'm not hireable. It doesn't matter  
24           that I speak four languages. I'm not going to be able  
25           to find a job that makes -- that pays this anywhere in



1 the world.

2 Q. Would you agree, Ms. Jonas, that the extent to  
3 which an individual felt these emotional or mental  
4 harms, it is going to vary just based on their  
5 individual circumstances?

6 A. I think everybody was hit equally hard with  
7 this situation. There's no way for you not to feel the  
8 anguish of not knowing what's coming the next day, when  
9 are you going to be unemployed. You know, we went from  
10 September 27th to October 2nd. It's like, okay, we  
11 gained a few days. What's coming next? The hammer is  
12 going to fall. You know, the sword of Damocles is going  
13 to hit us.

14 Q. Would you --

15 A. It's horrible.

16 Q. Would you agree that everyone's financial  
17 situation, in terms of their number of dependents, their  
18 outside income, is going to vary?

19 A. Of course. Based on seniority, your pay is  
20 going to vary. So your income and your savings, sure.

21 Q. Right.

22 And everyone's amount of savings is going to  
23 vary. Their number of dependents will vary as well,  
24 correct?

25 A. Yes.

1 Q. And what have you spoken to any of those  
2 individuals about?

3 A. Just told her that I'm still involved, I'm  
4 doing a deposition.

5 Q. Did you speak with any of those individuals in  
6 connection with your RAP request or your EEOC charge?

7 A. Probably a couple years ago.

8 Q. What, if anything, can you recall --

9 A. Not recently.

10 Just that I filed a RAP and mine's medical  
11 and --

12 Q. Are all the individuals we've just discussed,  
13 to your knowledge, members of AE4HF?

14 A. I can't ascertain that, but I would assume  
15 that they are.

16 Q. Okay.

17 A. Unless they went with that other group. I  
18 don't know who went with the other group.

19 Q. And Wendy -- Wendy McDonald, same question as  
20 to her, what have you spoken to her about?

21 A. I'm not friends with Wendy McDonald.

22 Q. Okay.

23 A. Oh, wait a minute. Oh, I'm thinking of the  
24 other Wendy. Oops, oops. Sorry. We had two Wendys.  
25 I'm sorry. Wendy McDonald is the blonde one. Okay.

1                   She's -- she did AOD too, that's right. Yeah,  
2                   yeah, yeah. Yeah, she did AOD, too. Yeah.

3           Q.     Was Wendy in the club with you?

4           A.     No.

5           Q.     Okay.

6           A.     Oh, no, no, no. She's in the ticket counter.  
7           She works early. I don't see her much.

8           Q.     And what -- and what did you discuss with  
9           Wendy?

10          A.     Just that I filed a medical RAP and that I  
11          broke my ankle and I was out and --

12          Q.     Okay.

13          A.     I don't even know if she knows I had COVID  
14          this year. I don't get to talk to her much. She's  
15          early and I'm later.

16          Q.     Have we discussed today all of your religious  
17          bases for your COVID exemption?

18          A.     We discussed not putting stuff in my body. We  
19          discussed the abortion aspect. As far as I can  
20          determine, I believe we discussed both facts, factors.

21          Q.     Okay. So we've discussed all your religious  
22          bases for objections, right?

23          A.     Yes, sir.

24          Q.     Okay. A couple of times today you've said  
25          that United did not allow you to submit or process a

1 religious accommodation request.

2 Do you remember that?

3 A. Yes. When I did, it said you have already  
4 filed a RAP. It refused to accept it.

5 Q. What, if any, benefit are you claiming you  
6 would have received had United granted both your medical  
7 RAP and your religious RAP?

8 A. I think maybe they would have taken this more  
9 seriously that I'm not able to take the vaccine on many  
10 different levels, and no matter what sort of coercion  
11 they were trying to pull, I wasn't going to be able to  
12 do it. So if it ultimately meant I was going to end up  
13 with indefinite unpaid leave after I exhausted my sick  
14 pay, then that's what it was going to come down to.

15 Q. And so are you contending that there would  
16 have been any tangible impact in terms of the type of  
17 accommodation you received if United had additionally  
18 granted your religious RAP on top of the medical RAP  
19 that they did grant?

20 A. No, because they only did that for ops people.  
21 No, I don't think it would have been any different.

22 Q. Okay. So if United had granted both your  
23 religious and medical RAPs, you would be in the same  
24 position that you were otherwise, correct?

25 MS. SQUIERS: Objection, calls for

1 speculation.

2 A. I think it would change the EEOC filing, which  
3 I obviously didn't know how to do.

4 Q. (BY MR. MAUGERI) And just to be clear,  
5 though, in terms of the accommodation United offered, if  
6 they had granted both your religious and medical RAP,  
7 you would have been in the same position, right?

8 A. Yes, because they're not willing to do  
9 anything else.

10 Q. And do you also understand that if employees  
11 had both a religious and medical RAP, United processed  
12 the medical RAP?

13 A. Well, they did process the medicals.

14 Q. So you understand that if United had both a  
15 religious and a medical, they went ahead and processed  
16 the medical RAP, right?

17 MS. SQUIERS: Objection, calls for  
18 speculation.

19 A. I don't know of anybody filing both, so. I  
20 only know they accepted my medical.

21 Q. (BY MR. MAUGERI) Well, you tried to file  
22 both, right?

23 A. Right, but the system wouldn't take it, so.

24 Q. Are you aware of anyone else who tried to file  
25 both?

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
5 individually, and on )  
6 behalf of all others )  
7 similarly situated, )  
8 ) Civil Action No.  
9 Plaintiffs, ) 4:21-cv-01074-P  
10 )  
11 v. )  
12 )  
13 UNITED AIRLINES, INC., )  
14 )  
15 Defendant. )

16 REPORTER'S CERTIFICATION

17 VIDEOTAPED DEPOSITION OF DEBRA JENNEFER THAL JONAS  
18 SEPTEMBER 18, 2023

19 I, Julie C. Brandt, Certified Shorthand Reporter in  
20 and for the State of Texas, hereby certify to the  
21 following:

22 That the witness, DEBRA JENNEFER THAL JONAS, was  
23 duly sworn by the officer and that the transcript of the  
24 oral deposition is a true record of the testimony given  
25 by the witness;

Before completion of the deposition, review of the  
transcript [ ] was [X] was not requested. If requested,  
any changes made by the deponent (and provided to the  
reporter) during the period allowed are appended hereto;

1 That the amount of time used by each party at the  
2 deposition is as follows:

3 Alexander V. Maugeri.....05 HOUR(S):46 MINUTE(S)

4 Cristina Squiers.....00 HOUR(S):01 MINUTE(S)

5 That pursuant to information given to the  
6 deposition officer at the time said testimony was taken,  
7 the following includes counsel for all parties of  
8 record:

9 FOR THE PLAINTIFFS:

10 Cristina Squiers  
11 SCHAERR JAFFE LLP  
12 1717 K Street NW, Suite 900  
13 Washington, DC 20006  
14 202-787-1060  
15 csquiers@schaerr-jaffe.com

16 -and-

17 John C. Sullivan  
18 SL LAW, PLLC  
19 610 Uptown Blvd., Suite 2000  
20 Cedar Hill, Texas 75104  
21 john.sullivan@the-sl-lawfirm.com

22 FOR THE DEFENDANT:

23 Alexander V. Maugeri  
24 Lauren N. Brown  
25 JONES DAY



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2 New York, New York 10281-1047  
3 212-326-3880  
4 amaugeri@jonesday.com  
5 laurenbrown@jonesday.com

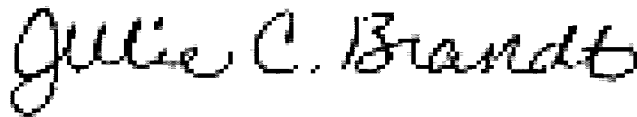
6 -and-

7 Russell D. Cawyer  
8 KELLY HART & HALLMAN LLP  
9 201 Main Street, Suite 2500  
10 Fort Worth, Texas 76102  
11 817-878-3562  
12 russell.cawyer@kellyhart.com

13 I further certify that I am neither counsel for,  
14 related to, nor employed by any of the parties or  
15 attorneys in the action in which this proceeding was  
16 taken, and further that I am not financially or  
17 otherwise interested in the outcome of the action.  
18 Certified to by me September 29th, 2023.

19

20



21

Julie C. Brandt, CSR, RMR, CRR  
Texas CSR No. 4018

22

Expiration Date: 10/31/23

23

Veritext Legal Solutions

24

Firm Registration No. 571

25

300 Throckmorton Street, Suite 1600

Fort Worth, Texas 76102

817-336-3042

# **EXHIBIT 117**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
5 individually, and on )  
6 behalf of all others )  
7 similarly situated, )  
8 ) Civil Action No.  
9 Plaintiffs, ) 4:21-cv-01074-P  
10 )  
11 v. )  
12 )  
13 UNITED AIRLINES, INC., )  
14 )  
15 Defendant. )

16 \*\*\*\*\*

17 ORAL AND VIDEOTAPED DEPOSITION OF  
18 GENISE KINCANNON  
19 SEPTEMBER 22, 2023

20 \*\*\*\*\*

21 ORAL AND VIDEOTAPED DEPOSITION OF GENISE KINCANNON,  
22 produced as a witness at the instance of the Defendant,  
23 and duly sworn, was taken in the above-styled and  
24 numbered cause on the 22nd day of September, 2023, from  
25 9:27 a.m. to 2:41 p.m., before Julie C. Brandt, RMR,  
CRR, and CSR in and for the State of Texas, reported by  
machine shorthand at Kelly Hart & Hallman, LLP, 201 Main  
Street, Suite 2500, Fort Worth, Texas, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.

1 A. Not specifically, no.

2 Q. When did Karen Rollerpin make this comment on  
3 Facebook that you found objectionable?

4 A. During the -- during the mandate phase when --  
5 or when we were put on leave. I don't recall the date  
6 or anything.

7 Q. Okay. What specifically did Ms. Rollerpin say  
8 on the private Facebook page that you found  
9 objectionable?

10 A. I can't recall.

11 Q. Can you recall generally what it was?

12 A. Mostly about how people -- well, and it's kind  
13 of referring to what Kirby said, how people suddenly  
14 became religious and that, again, they believe that the  
15 unvaccinated were the ones that were continuing the  
16 virus.

17 Q. So the comment about Ms. Rollerpin you found  
18 objectionable dealt with the unvaccinated status of  
19 employees?

20 A. No, it was about people suddenly become  
21 religious. She didn't know if we were religious before,  
22 and it's an unfair statement.

23 Q. And it was also about unvaccinated employees  
24 causing the pandemic to continue?

25 A. Yeah.

1           Q.    Anything else that you remember about  
2   Ms. Rollerpin's comment?

3           A.    I can't remember.

4           Q.    Did you report it to Facebook as abusive?

5           A.    No.

6           Q.    Did you block Ms. Rollerpin?

7           A.    No.

8           Q.    And you never reported it to United?

9           A.    No.

10          Q.    This other unknown flight attendant that you  
11   can't think of her name, what was the comment that you  
12   saw on the private Facebook page that you found  
13   objectionable?

14          A.    I don't recall. She was on it a lot, but I  
15   can't -- I can't recall specifically what she said.

16          Q.    Can you recall generally?

17          A.    I don't. It was basically the same, about how  
18   everybody became religious, and somehow she said she  
19   looked up all of our pictures and we all looked similar,  
20   whatever she meant by that. I guess all religious  
21   people look alike to her, but -- I was like okay.

22          Q.    Anything else --

23          A.    I look so much like David.

24          Q.    Anything else you can recall about that  
25   private Facebook comment?

1 third-party letter had been received?

2 A. Yes.

3 Q. What was the next thing that you heard from  
4 United?

5 A. I don't remember when I heard from them next.

6 Q. Was the next thing that you heard was that  
7 your request for accommodation had been approved?

8 A. It looks like it here. It was --

9 Q. Can we agree that your request for  
10 accommodation was approved?

11 A. It was approved.

12 Q. And the accommodation offered was unpaid  
13 leave, right?

14 A. Yes.

15 Q. So your accommodation was never denied. Can  
16 we agree on that?

17 A. Correct.

18 Q. You just disagreed with the accommodation that  
19 was offered?

20 A. Correct.

21 Q. And after you received the email or  
22 communication that your request was approved and that  
23 the accommodation because you had a customer-facing role  
24 was unpaid leave, did you communicate with United  
25 responding to that approval?

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
5 individually, and on )  
6 behalf of all others )  
7 similarly situated, )  
8 ) Civil Action No.  
9 Plaintiffs, ) 4:21-cv-01074-P  
10 )  
11 v. )  
12 )  
13 UNITED AIRLINES, INC., )  
14 )  
15 Defendant. )

16 REPORTER'S CERTIFICATION  
17 VIDEOTAPED DEPOSITION OF GENISE KINCANNON  
18 SEPTEMBER 22, 2023

19 I, Julie C. Brandt, Certified Shorthand Reporter in  
20 and for the State of Texas, hereby certify to the  
21 following:

22 That the witness, GENISE KINCANNON, was duly sworn  
23 by the officer and that the transcript of the oral  
24 deposition is a true record of the testimony given by  
25 the witness;

Before completion of the deposition, review of the  
transcript [ ] was [X] was not requested. If requested,  
any changes made by the deponent (and provided to the  
reporter) during the period allowed are appended hereto;



1 That the amount of time used by each party at the  
2 deposition is as follows:

3 Russell Cawyer.....03 HOUR(S):47 MINUTE(S)

4 Cristina Squiers.....00 HOUR(S):00 MINUTE(S)

5 That pursuant to information given to the  
6 deposition officer at the time said testimony was taken,  
7 the following includes counsel for all parties of  
8 record:

9 FOR THE PLAINTIFFS:

10 Cristina Squiers  
11 SCHAERR JAFFE, LLP  
12 1717 K Street NW, Suite 900  
13 Washington, DC 20006  
14 202-787-1060  
15 csquiers@schaerr-jaffe.com

16 -and-

17 John C. Sullivan  
18 SL LAW, PLLC  
19 610 Uptown Blvd., Suite 2000  
20 Cedar Hill, Texas 75104  
21 john.sullivan@the-sl-lawfirm.com

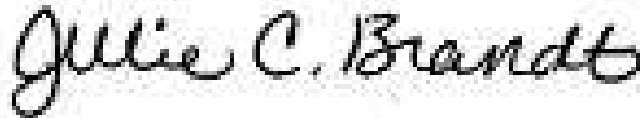
22 FOR THE DEFENDANT:

23 Russell D. Cawyer  
24 Taylor Winn  
25 KELLY HART & HALLMAN LLP

1 201 Main Street, Suite 2500  
2 Fort Worth, Texas 76102  
3 817-878-3562  
4 russell.cawyer@kellyhart.com  
5 taylor.winn@kellyhart.com

6 I further certify that I am neither counsel for,  
7 related to, nor employed by any of the parties or  
8 attorneys in the action in which this proceeding was  
9 taken, and further that I am not financially or  
10 otherwise interested in the outcome of the action.

11 Certified to by me October 6, 2023.

12  
13   
14

15 Julie C. Brandt, CSR, RMR, CRR  
16 Texas CSR No. 4018  
Expiration Date: 10/31/23

17 Veritext Legal Solutions  
Firm Registration No. 571  
300 Throckmorton Street, Suite 1600  
18 Fort Worth, Texas 76102  
817-336-3042  
19  
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22  
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25

# **EXHIBIT 118**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et al., )  
individually, and on )  
behalf of all others )  
similarly situated, )  
 ) Civil Action No.  
Plaintiffs, ) 4:21-cv-01074-P  
 )  
v. )  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

\*\*\*\*\*

"THIS TRANSCRIPT CONTAINS CONFIDENTIAL PORTIONS"

ORAL AND VIDEOTAPED DEPOSITION OF

ALYSE MEDLIN

SEPTEMBER 25, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF ALYSE MEDLIN,  
produced as a witness at the instance of the Defendant,  
and duly sworn, was taken in the above-styled and  
numbered cause on the 25th day of September, 2023, from  
9:50 a.m. to 4:39 p.m., before Julie C. Brandt, RMR,  
CRR, and CSR in and for the State of Texas, reported by  
machine shorthand at Kelly Hart & Hallman, LLP, 201 Main  
Street, Suite 2500, Fort Worth, Texas, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.

1 naturally died and whose parents consented to the use of  
2 those cells. Would you agree with me that the sentence  
3 that says, As a Christian, I believe that abortion is  
4 murder, would not be relevant because no one had been  
5 murdered in that circumstance?

6 A. So saying that it's not relevant, it's just --  
7 I just feel like with this, the hypothetical is hard to  
8 think like that when my basis is on like aborted babies.  
9 So it's really hard for me to think in a different way.

10 Q. Do you view a fetus that has died naturally as  
11 having been a victim of murder?

12 A. No. I don't think my miscarried baby was  
13 murder.

14 Q. Do you have any recollection about when you  
15 may have written this letter?

16 A. No. There's no date. If it was the RAP, it  
17 would have been in August.

18 (Exhibit 5 marked.)

19 Q. (BY MS. MATTHEWS) All right. I am handing  
20 you what's been marked as Exhibit 5. All right. And I  
21 will submit to you that this is your Help Hub file  
22 related to your accommodation request. If you would  
23 take a look on the first page here in that box that says  
24 description, and it says from the second-to-last line in  
25 that box, please provide the reason for your

1 restriction. It says religious restriction. And the  
2 line below that says, explanation of your sincerely held  
3 religious belief, and it says letter attached.

4 Do you see that there?

5 A. Yes.

6 Q. Is this letter that I just showed you that's  
7 marked as Exhibit 4 the letter that you submitted as  
8 part of your religious accommodation request?

9 A. I do believe so. I feel like that's the only  
10 reason why I would write this.

11 Q. And at the top on the first page there, it  
12 says opened, in the gray box, and the date says  
13 August 30, 2021.

14 Do you see that kind of in the top right  
15 there?

16 A. Oh, that? Okay. I was looking at the wrong  
17 one. Yes.

18 Q. And was that the date that you submitted your  
19 religious accommodation request?

20 A. I do believe it was, yes.

21 Q. And so to submit this request, you accessed  
22 Help Hub while you were on maternity leave, correct?

23 A. Yes, I did. I didn't have my link, so I had  
24 to use my phone.

25 Q. So you used your cell phone to access Help

1 Hub --

2 A. Yes.

3 Q. -- and submit this request?

4 A. Uh-huh.

5 Q. Now turning to the page that ends with 337,  
6 in the box there that's dated September 4, 2021, about  
7 in the middle of the page there it says, Good afternoon,  
8 please provide within the next three days written  
9 documentation from a third person whom you know  
10 personally who is aware of your sincerely held religious  
11 belief and can support your request for a religious  
12 accommodation.

13 Do you see that message?

14 A. I do, yes.

15 Q. Do you recall receiving that message?

16 A. No. I only saw it after the window was  
17 closed.

18 Q. Did you see that message before your  
19 accommodation request was denied?

20 A. I did not.

21 Q. To your knowledge, do Help Hub messages go to  
22 your email?

23 A. Well, before this I did not know that answer,  
24 but after I did look at Help Hub, I saw it was in my  
25 United email.

1        Q.    So if you would have checked your United email  
2 inbox, you would have seen that message?

3                MS. SQUIERS:    Objection, speculation.

4        A.    Well, I was on maternity leave.    We're not  
5 required to check our emails or any company information.

6        Q.    (BY MS. MATTHEWS)    Understood.

7                But if you had logged into your email address,  
8 that email would have been sitting there?

9                MS. SQUIERS:    Objection, speculation.

10        A.    I do think so, but I checked Help Hub, my  
11 emails up to four or five days after putting in the  
12 request, and I got nothing from them so I assumed it was  
13 okay.

14        Q.    (BY MS. MATTHEWS)    So five days after  
15 August 30, 2021, you checked Help Hub?

16        A.    Uh-huh.

17                MS. SQUIERS:    Objection,  
18 mischaracterization.

19        A.    I checked Help Hub every morning for like five  
20 days.

21        Q.    (BY MS. MATTHEWS)    Would you agree that  
22 September 4, 2021 is five days after the day you  
23 submitted your request?

24        A.    Yes, I would agree.

25        Q.    But you didn't see that message?



1        A. Well, it said -- it came at 7:10. I check in  
2        the mornings.

3        Q. Why did you stop checking Help Hub after that?

4        A. I believe it was a Saturday. Sunday I had  
5        church, and I just kind of forgot about it.

6        Q. You never thought to check it again?

7        A. I did. I checked it again after the window  
8        was closed to see if I got it approved or not.

9        Q. And when approximately was that?

10       A. I can't remember what day the window closed,  
11       but maybe a week after they sent this message, three  
12       days to a week.

13       Q. Turning to the page ending 336 at the top  
14       there, there's a message dated September 16, 2021, and  
15       it says: Alyse, Thank you for submitting your request  
16       for a reasonable accommodation. We have reviewed the  
17       information you have provided regarding your sincerely  
18       held religious beliefs and why that religious belief  
19       prevents you from complying with United's COVID-19  
20       vaccination requirement.

21       To further process your request, we asked for  
22       additional information. Unfortunately, we did not  
23       receive any additional information from you. As a  
24       result of your decision not to further participate in  
25       the RAP, we are closing your case.

1           Do you see that message there?

2           A.   I do, yes.

3           Q.   Did I read that correctly?

4           A.   Yes.

5           Q.   Do you recall receiving that message?

6           A.   I recall reading it, yes.

7           Q.   Okay. And when approximately did you read  
8 that message?

9           A.   The day I went to see if I got approved or  
10 not.

11          Q.   Which was approximately when?

12          A.   Probably about a week after they sent that.  
13 So I was checking for five days, five, seven days; and  
14 then a week after, I checked again.

15          Q.   So you're saying about a week after  
16 September 4th?

17          A.   Yes. Yes.

18          Q.   Okay. A week after September 4th would have  
19 been around September 11th?

20          A.   Maybe a little later than a week. I saw this  
21 when I checked it, so I saw this and then I saw the  
22 other letter. So they were both in there.

23          Q.   What was your reaction when you got this  
24 message denying your request for an accommodation?

25          A.   Well, at first I tried to put in a third-party

1 person letter, and it wouldn't let me do that. And then  
2 from previous leaves, we did everything when we came  
3 back. So I was like, well, I can handle this when I  
4 come back to work.

5 Q. Did you reach out to any HR professionals at  
6 United after you received this message?

7 A. No.

8 Q. Did you reach out to anyone at your base after  
9 you received this message?

10 A. No. It seemed like it was just a message they  
11 sent to everyone, and not specifically for like people  
12 on leave or maternity leave.

13 Q. Did you try to send another message through  
14 Help Hub?

15 A. I did. I tried to send the third-party letter  
16 they requested.

17 Q. And what happened when you tried to submit the  
18 third-party letter?

19 A. It said the window was closed.

20 Q. And how did you get that message?

21 A. When you -- when I went on it, it just said  
22 window closed, so I couldn't submit anything.

23 Q. All right. Let's talk a little bit more about  
24 your religious beliefs. So in the letter -- so in  
25 Exhibit 4, it says that you're a Christian. Is that

1 this LOI meeting on March 9, 2022?

2 A. Yes.

3 Q. Do you recall if Rich Otey, O-T-E-Y, took  
4 notes during the meeting?

5 A. I didn't know his name, but it was a man  
6 there, yes.

7 Q. Do you know if he took notes?

8 A. I saw him writing, so I assume that's him.

9 Q. After the meeting, did you ever have an  
10 opportunity to review his notes?

11 A. No.

12 Q. Prior to yesterday, had you ever seen this  
13 document before?

14 A. No, I have not.

15 Q. If I told you it was in your United inbox,  
16 would you be surprised?

17 A. I would be surprised, because they told me  
18 they're -- when I was terminated, they're going to make  
19 sure I'm not able to get in any of the stuff, so.

20 Q. So here on the second page, about maybe a  
21 third of the way down the page, it says EH. Then it  
22 says you would have put -- had to put it in before you  
23 were returned to work from your maternity leave. Which  
24 exemption did you request?

25 And it says AM: Religious.

1           It says EH: And it was declined?

2           And AM says: Yes, they wanted a third letter  
3           and I was unable to get that letter.

4           During your LOI meeting, do you recall saying  
5           that you were unable to get your third-party letter?

6           A. No, but there's a lot of things I don't agree  
7           with on here. It says what I said, but, no, I did not  
8           say that.

9           Q. So you didn't say that you were unable to get  
10          your letter?

11          A. I said I was unable to upload the letter.

12          Q. So other than this religious accommodation  
13          request, did you request any other exemptions from  
14          the -- United's COVID-19 vaccine policy?

15          A. I never saw their policy, except when you  
16          showed me just now today. But like some of the things  
17          on here, like I asked not to have a union rep, that's  
18          not true. And I didn't say just go ahead and do the  
19          meeting today because I would be more willing to do it  
20          another day. I just couldn't do it the next day.

21          Q. Okay. So looking back at this, so you did  
22          request to have a union rep present at your LOI meeting?

23          A. Yes. They asked me if I wanted a union rep,  
24          and I said yes. Then she said, well, we can reach out  
25          to them and reschedule the meeting for tomorrow. And I

1 said I cannot do it tomorrow. And then she said, okay,  
2 we can go ahead and do it today.

3 Q. Did you ever say that you didn't want to move  
4 ahead with meeting on that day?

5 A. On the next day or that day?

6 Q. On March 9th.

7 A. I had a letter saying if I did not participate  
8 or show in the meeting that I would be immediately  
9 terminated. So I just -- I said -- I told her that I  
10 could not do it the next day, but I was more willing to  
11 do it -- I believe the day after that was Wednesday.

12 Q. Did you say that you wanted a union  
13 representative and that you would like to reschedule the  
14 meeting?

15 A. I said I wanted a union representative. I was  
16 surprised there wasn't one there already. All the other  
17 times I had meetings, there was already one there. So I  
18 assumed they would have had one there for a termination  
19 meeting that they knew about and I didn't, so I was  
20 surprised.

21 And then they said we can do it tomorrow. I  
22 cannot -- I couldn't do it the next day. My child had  
23 the procedure the next day, so I could not do that. And  
24 then she said, okay, well, then we'll just continue on.  
25 I said okay.

1           I didn't think they were going to terminate  
2     me. I thought, if anything, they'll put me on unpaid  
3     leave or something like they did everyone else.

4           Q.    Okay. And when the person said, okay, we'll  
5     continue on, did you say no, I would like to reschedule  
6     at that point?

7           A.    I did not say that because I assumed, if  
8     anything, I would be put on unpaid leave or been able to  
9     put in my exemption request.

10          Q.    And we didn't talk about this yet. At the  
11     time you were employed by United, were you a member of a  
12     union?

13          A.    Yes.

14          Q.    And what union were you a member of?

15          A.    The AFA.

16          Q.    And were you a member of the AFA the entire  
17     time you were employed by United?

18          A.    I do believe so. We had it the whole time.

19          Q.    To your knowledge, are the terms of your  
20     employment with United -- or were the terms of your  
21     employment with United governed by a collective  
22     bargaining agreement?

23          A.    I'm not sure. I do believe so. I'm not sure.

24          Q.    To your knowledge, did the collective  
25     bargaining agreement place certain restrictions on your

1           A.    Yes.  Some was medical.  Some just didn't want  
2   to be forced.  Some it was religious.

3           Q.    How did you decide to email AE4HF when you got  
4   your letter of investigation?

5           A.    They're the only ones I knew of that was with  
6   other employees of the company who has any idea how to  
7   handle it.

8           Q.    Did you get a response to this email?

9           A.    Unfortunately, no.

10          Q.    All right.  So let's talk about this meeting  
11   that happened on March 9, 2022.  So if you can turn back  
12   to Exhibit --

13                   MS. SQUIERS:  The transcript?

14                   MS. MATTHEWS:  The transcript.

15                   MS. SQUIERS:  6.

16                   MS. MATTHEWS:  Thank you.

17                   MS. SQUIERS:  You're welcome.

18          Q.    (BY MS. MATTHEWS)  If you can go back to  
19   Exhibit 6, you said that this is not an accurate  
20   transcript of what transpired at that meeting.  Is that  
21   correct?

22          A.    Right.

23          Q.    Okay.

24          A.    Very vague.

25          Q.    Can you tell me what parts of this are not



1 accurate?

2 A. The part where I say I cannot do the call  
3 tomorrow, go ahead with the meeting.

4 I know I told them I could not meet the next  
5 day, but I didn't say go ahead with the meeting.

6 And then I don't think she asked if I was  
7 declining representation. It was her idea to go ahead  
8 with the meeting.

9 Q. When you say her, who are you referring to?

10 A. Erin.

11 And then the documents that she asked me that  
12 I received, she sent it to me ten minutes before the  
13 meeting. So I didn't get to read it, but I did saw that  
14 she sent it.

15 Q. And what documents were those?

16 A. About the United vaccination policy,  
17 vaccination safety policy. She also forgot to send me  
18 the link to the Zoom meeting. I had to ask her five  
19 minutes before the meeting for it.

20 Q. There's a page 2 on there. Is there anything  
21 inaccurate on page 2, in your opinion?

22 A. When she asked if the exemption was accepted,  
23 I don't think I just said no. If anything, I would have  
24 said I put it in and they asked for a third-party  
25 letter, and I attempted to put that in and it was

1 closed.

2 And then I asked for -- after she said I was  
3 going to be terminated, I asked for an exemption, and  
4 then she told me it had to be done before I returned.

5 And then after I told her I wanted religious  
6 exemption, then she terminated me. I guess it was the  
7 second time, according to this.

8 Q. Okay. Is there anything else on these two  
9 pages that's inaccurate?

10 A. Yeah. She did say she would send me the  
11 process to appeal, but unfortunately, she sent me the  
12 page number on our -- in our manual, and I didn't have  
13 my manual. I had to send it back in. So I guess  
14 technically she did do it, but it wasn't information I  
15 needed. But everything else looks like it is correct.

16 Q. So during this meeting, you never mentioned  
17 any potential medical exemption, correct?

18 A. Correct.

19 Q. So when was your last day of work with United?

20 A. It was that day, March 9, 2022.

21 Q. Did you appeal this decision?

22 A. I didn't have any information how to appeal  
23 it.

24 Q. All right. Are you aware that United has a  
25 policy prohibiting harassment and discrimination?

1 A. Yes.

2 Q. It says, Plaintiff seeks to recover, one,  
3 damages associated with the loss of her job, including  
4 but not limited to, lost wages, lost bonuses, and lost  
5 access to healthcare for her infant after returning from  
6 maternity leave; two, compensatory damages for emotional  
7 pain and mental anguish from the extreme stress of  
8 United's coercion, discrimination and retaliation; and  
9 three, punitive damages.

10 As you sit here today, is there anything you  
11 would change about that response?

12 A. No.

13 Q. Did you ever receive bonuses as a flight  
14 attendant?

15 A. Yes.

16 Q. How frequently did you receive bonuses?

17 A. The last one I received was when I was on  
18 maternity leave. No, It might have been right before  
19 furlough. Yeah, we all got a bonus right before they  
20 furloughed us.

21 Q. How much was that bonus?

22 A. I believe it was \$1,000.

23 Q. Did everyone get the same bonus, to your  
24 knowledge?

25 A. Yes.

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
5 individually, and on )  
6 behalf of all others )  
7 similarly situated, )  
8 ) Civil Action No.  
9 Plaintiffs, ) 4:21-cv-01074-P  
10 )  
11 v. )  
12 )  
13 UNITED AIRLINES, INC., )  
14 )  
15 Defendant. )

16 REPORTER'S CERTIFICATION  
17 VIDEOTAPED DEPOSITION OF ALYSE MEDLIN  
18 SEPTEMBER 25, 2023

19 I, Julie C. Brandt, Certified Shorthand Reporter in  
20 and for the State of Texas, hereby certify to the  
21 following:

22 That the witness, ALYSE MEDLIN, was duly sworn by  
23 the officer and that the transcript of the oral  
24 deposition is a true record of the testimony given by  
25 the witness;

Before completion of the deposition, review of the  
transcript [ ] was [X] was not requested. If requested,  
any changes made by the deponent (and provided to the  
reporter) during the period allowed are appended hereto;

1 That the amount of time used by each party at the  
2 deposition is as follows:

3 Jordan M. Matthews.....04 HOUR(S):42 MINUTE(S)

4 Cristina Squiers.....00 HOUR(S):00 MINUTE(S)

5 That pursuant to information given to the  
6 deposition officer at the time said testimony was taken,  
7 the following includes counsel for all parties of  
8 record:

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22 FOR THE DEFENDANT:

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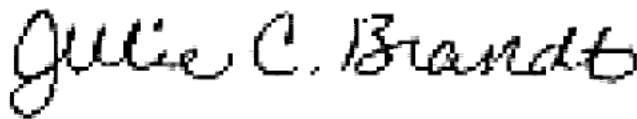
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11 817-878-3562  
12 russell.cawyer@kellyhart.com

13 I further certify that I am neither counsel for,  
14 related to, nor employed by any of the parties or  
15 attorneys in the action in which this proceeding was  
16 taken, and further that I am not financially or  
17 otherwise interested in the outcome of the action.

18 Certified to by me October 9, 2023

19  
20 

21 Julie C. Brandt, CSR, RMR, CRR  
22 Texas CSR No. 4018

23 Expiration Date: 10/31/23

24 Veritext Legal Solutions

25 Firm Registration No. 571

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# **EXHIBIT 119**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et al., )  
individually, and on )  
behalf of all others )  
similarly situated, )  
 ) Civil Action No.  
Plaintiffs, ) 4:21-cv-01074-P  
 )  
v. )  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF  
JARRAD RAINS  
OCTOBER 10, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF JARRAD RAINS,  
produced as a witness at the instance of the Defendant,  
and duly sworn, was taken in the above-styled and  
numbered cause on the 10th day of October, 2023, from  
9:37 a.m. to 7:01 p.m., before Julie C. Brandt, RMR,  
CRR, and CSR in and for the State of Texas, reported by  
machine shorthand at Kelly Hart & Hallman, LLP, 201 Main  
Street, Suite 2500, Fort Worth, Texas, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.



1 A. Yes. I mean, like --

2 Q. Yeah.

3 A. Yeah.

4 Q. You don't mean --

5 A. Maybe dysfunctional was a better word, but  
6 yeah.

7 Q. So I just want to understand what you meant.  
8 You meant essentially that United, in your view, treated  
9 badly its unvaccinated employees?

10 A. That's my view.

11 Q. Right. And that's what you meant when you  
12 said United engaged in a pattern and practice of  
13 discrimination against employees it, quote, perceived as  
14 disabled?

15 A. Yes, sir, I believe that. Yeah.

16 Q. And so then employees who United did not  
17 perceive as disabled were allowed to keep their jobs and  
18 treated with dignity and respect, what you mean by that  
19 is employees who got vaccinated, regardless of whether  
20 they were religious or nonreligious, were treated with  
21 dignity and respect. Is that right?

22 A. Yes, sir.

23 Q. Okay. You talk in the next paragraph about  
24 United allegedly intentionally cultivating coercive and  
25 hostile environment against all its exempt employees who

1 were unable to take -- unable to receive a COVID  
2 vaccine, and then it goes on.

3 So I just want to ask you. What's the basis  
4 of your belief that -- that there was a policy  
5 instituted by upper management in an effort to coerce  
6 disabled and religious employees into abandoning their  
7 medical needs and religious beliefs?

8 A. Man, that's a long question. Could you  
9 reiterate it?

10 O. Sure. Yeah.

11 A. What's my proof or what's my belief?

12 (Reporter clarification.)

13 O. (BY MR. MAUGERI) What's your basis for your  
14 assertion that United upper management was trying to  
15 coerce disabled or religious employees?

16 A. My basis for this statement?

17 O. Yes, sir.

18 A. Personal experience of what I saw through  
19 company videos, company newsletters, company updates.

20 O. And so what -- so let's --

21 A. Like videos.

22 O. Yeah, let's start with videos. What videos  
23 are you referring to?

24 A. Scott Kirby's videos when he -- he came out  
25 with several different videos throughout the process.

1 beginning, middle, towards the end. I believe there  
2 were videos from other personnel, other staff members.  
3 I would say more -- the word "corporate" is the word I'm  
4 looking for, corporate members. I can't remember if --  
5 I think Kate Gebo, she had a video as well. I can't  
6 remember. I'm like -- I'm going to retract that  
7 statement because I can't remember.

8 Q. Okay. So the only videos that you can recall  
9 are by Scott Kirby?

10 A. There were other videos. I do remember that.  
11 I can't remember the individuals.

12 Q. And so what -- what video -- what statements  
13 did Scott Kirby make that you personally observed that  
14 led you to believe that United was trying to coerce  
15 religious or medical exemptors?

16 A. I believe Scott's statement was -- there was  
17 an initial video where he discussed where we're at in  
18 the process and what was going on. He made the comment  
19 of if you think you can just jump up and apply for a  
20 medical religion, basically to paraphrase him, not  
21 verbatim, like you've got another thing coming. Like  
22 it was a derogatory statement towards that, and that  
23 felt like a threat. It felt like, you know, coercion or  
24 strong arming to get the result that they were pushing  
25 for because there was a constant -- there was a constant

1 daily deal. Once the mandates went out, that it was  
2 like every day. Every day there was some type of  
3 update. Have you done this? Have you done that? Like,  
4 you need to have this done by then. There would be  
5 these reminders.

6 Q. And from the day that United announced the  
7 COVID vaccine mandate, would you agree that United  
8 advertised that people could apply for a religious or a  
9 medical exemption?

10 A. I wouldn't agree with that because it wasn't  
11 right away. There was a little bit of lull in there  
12 where we -- like there was panic. There was a panic,  
13 and there was some fear that rose up because of that.  
14 And then they're like, oh, when people started doing  
15 their research, they brought it to the attention of the  
16 company. Then the company came back, because I believe  
17 that was part of the union's deal, was they're like,  
18 hey, outside of this, you've got to give these -- these  
19 accommodations.

20 Q. So -- so your testimony is that the first  
21 communication that United sent out didn't tell you that  
22 religious and medical exemptions would be offered?

23 A. No. The first thing that came out was that  
24 there was a mandate for -- there would be a mandate for  
25 vaccinations. They had a set time. Then they came and

1 changed that and made it shorter. They gave us, like,  
2 three months, and then they gave us, like, less than --  
3 you know, like, a month or before where they changed it.

4 Q. Right.

5 A. So that created a panic.

6 Q. Well, I'm just trying to understand, is it  
7 your testimony that when United first announced the  
8 mandate in August of 2021, that the communications that  
9 employees received did not contain the statement that  
10 religious and medical exemptions would be offered?

11 A. That is correct.

12 Q. Okay. And so you said a short time later  
13 after the mandate was announced that employees were made  
14 aware about religious and medical exemptions, correct?

15 A. Correct.

16 Q. Approximately how long after the August 6th  
17 announcement of the mandate did -- did that information  
18 get transmitted?

19 A. It was in September right there, closer to --  
20 just to understand, I'm trying to remember. I don't  
21 remember that they gave us a time, like a date, and then  
22 they changed that.

23 Q. I recognize this is a long time ago and it's  
24 not a memory test, but we were looking at a document  
25 earlier --

1           A.    Uh-huh.

2           Q.    -- that said -- well, in fact, Exhibit 10, do  
3           you see the date on that from your doctor is  
4           August 30th, right?

5           A.    Right.

6           Q.    And that's the document you submitted to  
7           United --

8           A.    Correct.

9           Q.    -- in connection with your medical RAP, right?

10          A.    Yeah.

11          Q.    So at least by August 30, 2021, you knew that  
12          you could apply for a medical RAP, right?

13          A.    Right.

14          Q.    Okay. So certainly by August 30th, United had  
15          informed its workforce?

16          A.    That we were going to accept those and you  
17          could apply for one.

18          Q.    Okay. And it could have been earlier, you  
19          can't recall?

20          A.    I can't because I'm like -- can you tell me  
21          the specific date that we gave the mandate? Because I  
22          thought it was like the first of August or right at the  
23          end of July that we were going to have mandates, because  
24          I know there was talk about it.

25          Q.    Yeah, my understanding is August 6th.

1 flight attendant, right?

2 A. No, sir. I sought out with in-flight. I  
3 asked them if there were other available positions that  
4 were available for flight attendants to work other job  
5 descriptions, other positions available in the company,  
6 in corporate.

7 Q. So is it your testimony that you were unaware  
8 that United offered you and anyone else placed on unpaid  
9 leave the ability to preferentially apply for  
10 noncustomer-facing jobs?

11 A. Okay. There's a lot of words in there.  
12 Preferentially apply? Like could you simplify the  
13 question?

14 Q. Sure.

15 Were you aware that United was offering you  
16 and others like you on unpaid leave the ability to apply  
17 for other jobs that were noncustomer-facing while you  
18 were on leave?

19 A. I understood that there were, but there  
20 were -- every -- those positions were available  
21 throughout the system at different bases. At the time  
22 when I asked, there wasn't anything available at our  
23 base.

24 Q. Okay. So you asked, there wasn't anything  
25 available at Houston, and so then you stopped?



1       A.    At the time. I checked back maybe twice. I  
2       looked once or twice. Once I was -- became aware that  
3       there would be opportunity for that, I think I asked on  
4       two different occasions.

5       Q.    And you didn't make any effort to determine if  
6       there were any noncustomer-facing jobs outside the  
7       Houston base, did you?

8       A.    No, I asked what was available in the company  
9       as far as like corporate in Houston, which I asked, and  
10      there was nothing. So I asked about the corporate level  
11      because -- let me explain that. There are corporate  
12      positions in the Houston area at the training center and  
13      there are some other roles -- there are some other roles  
14      that were outside of the flight attendant avenue, that  
15      there are other corporate positions in Houston.

16      Q.    Okay.

17      A.    So --

18      Q.    So you asked about corporate jobs and you  
19      asked about Houston jobs. Did you ask about any  
20      noncustomer-facing jobs at DFW or any other location?

21      A.    No. I just asked in general if there was any  
22      positions or jobs available in anything.

23      Q.    Companywide?

24      A.    What they were offering to us, yeah.

25      Q.    Okay. So your testimony is you asked



1 companywide, and United didn't identify any jobs for you  
2 anywhere in the country?

3 A. At the time, yeah.

4 Q. Okay. Were you aware that you could -- that  
5 you would have been given preferential treatment if you  
6 had applied for any of those open jobs?

7 A. No, I wasn't aware.

8 Q. Okay. Now you did conduct an extensive search  
9 for jobs outside of United, didn't you?

10 A. Once I went on leave, I did.

11 Q. And so approximately when did you start  
12 looking for a job and when did you stop looking?

13 A. I would say within the first few weeks of  
14 being -- of the RAP being enforced, when I realized that  
15 it was going to be enforced, I would say that October,  
16 end of October, that November timeframe when I started  
17 looking. And then I had -- yeah, go ahead. That's when  
18 I began.

19 Q. And when did you stop looking for alternative  
20 jobs?

21 A. When I got one.

22 Q. Okay. So when -- what alternative job outside  
23 United did you receive?

24 A. I worked at an auction yard.

25 Q. Okay. I want to ask you questions about that

1 remember getting anything else.

2 MR. MAUGERI: We're going to run out of  
3 time in a second. So do you mind if we take a two  
4 minute break, and then we'll see if we can wrap up?

5 THE WITNESS: Yes, sir.

6 MR. MAUGERI: Okay. Thanks.

7 THE VIDEOGRAPHER: Going off the record  
8 at 6:51.

9 (Break from 6:51 p.m. to 6:56 p.m.)

10 THE VIDEOGRAPHER: We're back on the  
11 record at 6:56.

12 Q. (BY MR. MAUGERI) So Mr. Rains, before the  
13 break we were talking about the noncustomer-facing jobs  
14 that United made available to apply to for people on  
15 unpaid leave. You remember that, right?

16 A. Yes.

17 Q. Okay. So just so I make sure I understand,  
18 your testimony is there wasn't a noncustomer-facing job  
19 that you wanted and that fit with your skillset, right?

20 A. To be honest, there wasn't anything. It was  
21 more -- like reflecting on that question, I'm like the  
22 company verbalized or stated that there would be  
23 opportunities for those jobs, but when I inquired for  
24 that on every different level, they didn't manifest.  
25 They didn't happen.

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
5 individually, and on )  
6 behalf of all others )  
7 similarly situated, )  
8 ) Civil Action No.  
9 Plaintiffs, ) 4:21-cv-01074-P  
10 )  
11 v. )  
12 )  
13 UNITED AIRLINES, INC., )  
14 )  
15 Defendant. )

16 REPORTER'S CERTIFICATION  
17 VIDEOTAPED DEPOSITION OF JARRAD RAINS  
18 OCTOBER 10, 2023

19 I, Julie C. Brandt, Certified Shorthand Reporter in  
20 and for the State of Texas, hereby certify to the  
21 following:

22 That the witness, JARRAD RAINS, was duly sworn by  
23 the officer and that the transcript of the oral  
24 deposition is a true record of the testimony given by  
25 the witness;

Before completion of the deposition, review of the  
transcript [ ] was [X] was not requested. If requested,  
any changes made by the deponent (and provided to the  
reporter) during the period allowed are appended hereto;

1 That the amount of time used by each party at the  
2 deposition is as follows:

3 Alexander V. Maugeri.....07 HOUR(S):01 MINUTE(S)

4 John C. Sullivan.....00 HOUR(S):00 MINUTE(S)

5 That pursuant to information given to the  
6 deposition officer at the time said testimony was taken,  
7 the following includes counsel for all parties of  
8 record:

9 FOR THE PLAINTIFFS:

10 John C. Sullivan

11 SL LAW, PLLC

12 610 Uptown Blvd., Suite 2000

13 Cedar Hill, Texas 75104

14 john.sullivan@the-sl-lawfirm.com

15 FOR THE DEFENDANT:

16 Alexander V. Maugeri

17 Lauren N. Brown

18 JONES DAY

19 250 Vesey Street

20 New York, New York 10281-1047

21 212-326-3880

22 amaugeri@jonesday.com

23 laurenbrown@jonesday.com

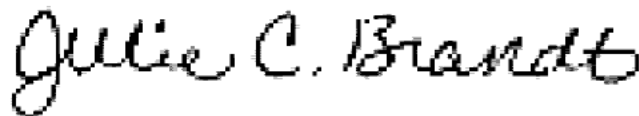
24 -and-

25 Russell D. Cawyer

1 KELLY HART & HALLMAN LLP  
2 201 Main Street, Suite 2500  
3 Fort Worth, Texas 76102  
4 817-878-3562  
5 russell.cawyer@kellyhart.com

6 I further certify that I am neither counsel for,  
7 related to, nor employed by any of the parties or  
8 attorneys in the action in which this proceeding was  
9 taken, and further that I am not financially or  
10 otherwise interested in the outcome of the action.

11 Certified to by me October 21, 2023.

12  
13 

14 Julie C. Brandt, CSR, RMR, CRR  
15 Texas CSR No. 4018  
16 Expiration Date: 10/31/23  
17 Veritext Legal Solutions  
18 Firm Registration No. 571  
19 300 Throckmorton Street, Suite 1600  
20 Fort Worth, Texas 76102  
21 817-336-3042  
22  
23  
24  
25

# **EXHIBIT 120**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et al., )  
individually, and on )  
behalf of all others )  
similarly situated, )  
 ) Civil Action No.  
Plaintiffs, ) 4:21-cv-01074-P  
 )  
v. )  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

\*\*\*\*\*

"CONFIDENTIAL"

ORAL AND VIDEOTAPED DEPOSITION OF  
DAVID SAMBRANO  
SEPTEMBER 14, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF DAVID SAMBRANO,  
produced as a witness at the instance of the Defendant,  
and duly sworn, was taken in the above-styled and  
numbered cause on the 14th day of September, 2023, from  
9:28 a.m. to 6:38 p.m., before Julie C. Brandt, RMR,  
CRR, and CSR in and for the State of Texas, reported by  
machine shorthand at Kelly Hart & Hallman, LLP, 201 Main  
Street, Suite 2500, Fort Worth, Texas, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.

1 Q. And do you -- did you provide an update to  
2 Scott Miller or take this any further, this idea of  
3 alternative positions with these two gentlemen?

4 A. Right. I -- I don't remember.

5 Q. Okay.

6 A. I don't remember Mark. Obviously, that's a  
7 letter that he wrote to Scott, not to me.

8 Q. Okay. I want to look at another email.

9 (Exhibit 29 marked.)

10 Q. (BY MR. LINAS) Let me hand you what's been  
11 marked Exhibit 29.

12 A. Thank you. James, Natalie. Okay.

13 Q. Let me know when you've had a moment to review  
14 this.

15 Have you had a moment to look over this,  
16 Captain Sambrano?

17 A. I have.

18 Q. It appears to be an email from Natalie James  
19 to you on January 20th of 2022. And the first sentence  
20 says, I am the human resources business partner who  
21 supports flight operations and assisted Rob Galbraith,  
22 director of flight operations, with the special  
23 assignment offer you received.

24 Did you receive a special assignment offer  
25 from Rob Galbraith?



1           A.    I believe I did.

2           Q.    And what was that special assignment?

3           A.    To work for Rob in flight operations on a --  
4   on a special assignment basis.

5           Q.    And where was it located?

6           A.    That would have been located at W -- at world  
7   headquarters.

8           Q.    In Chicago?

9           A.    With the ability to work from home, correct.

10          Q.    With the ability to work -- so it could have  
11   been a remote position. And would you have received  
12   benefits?

13          A.    Uh-huh, I would have.

14          Q.    And do you know what pay you would have  
15   received for the position?

16          A.    Well, it explains it right there.

17          Q.    And how much was that?

18          A.    It would have been 90 hours per month.

19          Q.    How much pay would you have received in the  
20   position is what I'm asking?

21          A.    Yeah, so you can multiple 90 times 351 on a  
22   monthly basis. She says 399, which is multiplied out,  
23   so you can divide that by 12.

24          Q.    Okay. So more than you were making in your  
25   pilot position?

1 Q. You don't make a salary. It's just not how  
2 pilots are paid, correct?

3 A. Correct.

4 Q. Okay. And it appears you declined this  
5 position. Why is that?

6 A. Because I felt at the time, if we go back and  
7 look, there were certain requirements for this  
8 particular position, that you must be current and  
9 qualified in order to be a special assigned pilot. I  
10 was not current obviously because I was on unpaid leave  
11 or had been on unpaid leave. When I discussed with Rob  
12 I believe we chatted on January 3rd, is when he gave me  
13 a call and we discussed briefly about it. At no time  
14 did Rob ever say that this was part of my accommodation  
15 process. It was just a discussion. And in those  
16 discussions, I did mention to him I don't know if I'm  
17 fully -- if I'm current. Rob, I know I'm not current.  
18 I don't have an ability to fly. Part of the  
19 requirements of this particular job, if you go into the  
20 career database and look at the job requirements on  
21 special assignment, one of them says you must be able to  
22 maintain monthly flying. I couldn't.

23 And then in order to be selected for -- in  
24 order to be selected to be in the pool of which they  
25 use, I believe the pool they were using was from

1 November to December timeframe. And I had not put my  
2 name in that November timeframe, so I was not part of  
3 that pool. So I was curious --

4 Q. I'm very confused, Captain Sambrano. It seems  
5 that both -- or Rob Galbraith, the director who is  
6 offering you the job, and Natalie James, the human  
7 resources partner, is telling you, you're qualified for  
8 this position. United thinks you are. Will you take  
9 this position? And your response is, I am not  
10 qualified.

11 Is that the truth here?

12 A. My response was, looking at the qualifications  
13 for this particular job, though this is HR, it's not  
14 stated out in the particular requirements that were  
15 listed for this particular position, for the special  
16 assignment job applications.

17 Q. And also this continuing monthly flying, I  
18 mean, this was a remote position. You didn't have to  
19 fly at all for this position.

20 A. Yeah, you do.

21 Q. They're telling you you don't. They're saying  
22 it's a remote position when you read this email. She  
23 writes, I want to make clear that the special assignment  
24 is a remote position that also can include some  
25 flexibility in terms of when you would need to work and

1       Q.   Okay. But nothing else besides unpaid leave  
2       right now that you can point me to to ask about that  
3       relates to religious discrimination, correct?

4       A.   I believe --

5       Q.   I'm just trying to close it out.

6       A.   Yeah, I'm right there. Yeah, that's fine.

7       Q.   You agree with that?

8       A.   I would leave it at that.

9       Q.   There's nothing besides unpaid leave, correct?

10      A.   The whole accommodation process, that's unpaid  
11      leave. So that whole accommodation process itself. If  
12      you're talking about unpaid leave, to get specific,  
13      that's unpaid leave, it's the full accommodation process  
14      that went involved in that, so that's correct.

15      Q.   The discrimination process was discriminatory?

16      A.   Uh-huh.

17      Q.   And then unpaid leave was discriminatory.

18      A.   Uh-huh.

19      Q.   Anything else?

20               MR. FIELD: Object to form.

21      A.   Exercising my religious liberty for the  
22      aborted fetal cells tissue, I believe that would be in  
23      the totality, correct.

24      Q.   (BY MR. LINAS) And what did United do that's  
25      exercising your religious liberty?

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF TEXAS  
3 FORT WORTH DIVISION

4 DAVID SAMBRANO, et al., )  
individually, and on )  
5 behalf of all others )  
similarly situated, )  
) Civil Action No.  
Plaintiffs, ) 4:21-cv-01074-P  
6 )  
v. )  
7 )  
UNITED AIRLINES, INC., )  
8 )  
Defendant. )

9  
10 REPORTER'S CERTIFICATION  
11 VIDEOTAPED DEPOSITION OF DAVID SAMBRANO  
12 SEPTEMBER 14, 2023  
13

14 I, Julie C. Brandt, Certified Shorthand Reporter in  
15 and for the State of Texas, hereby certify to the  
16 following:

17 That the witness, DAVID SAMBRANO, was duly sworn by  
18 the officer and that the transcript of the oral  
19 deposition is a true record of the testimony given by  
20 the witness;

21 Before completion of the deposition, review of the  
22 transcript [ ] was [X] was not requested. If requested,  
23 any changes made by the deponent (and provided to the  
24 reporter) during the period allowed are appended hereto;

25 That the amount of time used by each party at the

1 deposition is as follows:

2 Brian J. Field.....00 HOUR(S):01 MINUTE(S)

3 Jonathan M. Linas.....06 HOUR(S):50 MINUTE(S)

4 That pursuant to information given to the  
5 deposition officer at the time said testimony was taken,  
6 the following includes counsel for all parties of  
7 record:

8 FOR THE PLAINTIFFS:

9 Brian J. Field

10 Cristina Squiers

11 SCHAERR JAFFE, LLP

12 1717 K Street NW, Suite 900

13 Washington, DC 20006

14 202-787-1060

15 bfield@schaerr-jaffe.com

16 csquiers@schaerr-jaffe.com

17 -and-

18 John C. Sullivan

19 SL LAW, PLLC

20 610 Uptown Boulevard, Suite 2000

21 Cedar Hill, Texas 75104

22 john.sullivan@the-sl-lawfirm.com

23 FOR THE DEFENDANT:

24 Jonathan M. Linas

25 Patrick J. Beisell

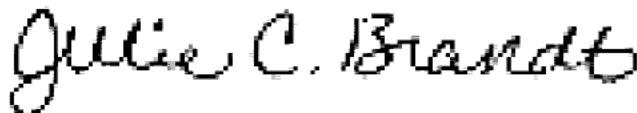
Andrew Lee (remote via Zoom)  
JONES DAY  
110 N. Wacker Drive, Suite 4800  
Chicago, Illinois 60606  
312-269-4066  
jlinas@jonesday.com  
pbeisell@jonesday.com  
andrewlee@jonesday.com

-and-

Russell D. Cawyer  
KELLY HART & HALLMAN LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
817-878-3562  
russell.cawyer@kellyhart.com

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Certified to by me September 27, 2023



Julie C. Brandt, CSR, RMR, CRR

Texas CSR No. 4018

Expiration Date: 10/31/23

# **EXHIBIT 121**



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et  
al., individually, and  
on behalf of all  
others similarly  
situated,

Plaintiffs,

V.

UNITED AIRLINES, INC.,

Defendants.

Civil Action No.  
4:21-CV-01074-P

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF  
DIANA TOVAR  
OCTOBER 25, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION of DIANA TOVAR,  
produced as a witness at the instance of the  
Defendant, and duly sworn, was taken in the  
above-styled and numbered cause on October 25, 2023,  
from 9:41 a.m. to 1:05 p.m., before Mendy A.  
Schneider, CSR, RPR, in and for the State of Texas,  
recorded by machine shorthand, at the offices of  
Jones Day, 717 Texas Avenue, Suite 3300, Houston,  
Texas, pursuant to the Federal Rules of Civil  
Procedure and the provisions stated on the record or  
attached hereto; that the deposition shall be read and  
signed.

1 do not have a religious objection to masking because  
2 it comes off your body at the end of the day.

3 So which is it?

4 A. I believe in -- I am able to -- I should be  
5 able to breathe, you know, the air that God provides  
6 us with. I don't agree anybody should be required to  
7 wear a mask, if you're asking that, but...

8 Q. So my question -- just to put a fine point on  
9 it, my question is: If you United had -- had said  
10 your religious accommodation is granted, the  
11 requirement is you, Ms. Tovar, must, as an  
12 unvaccinated employee, wear a COVID mask, would you  
13 object to that or would you agree that that's a  
14 reasonable accommodation?

15 A. Well, they didn't give us any accommodation  
16 so it's --

17 Q. Had they done that, what would be your  
18 response?

19 A. The "had they" doesn't exist, though. It's  
20 already gone.

21 Q. It's a hypothetical question, so please try  
22 to answer it.

23 A. So I just don't know how I would answer that,  
24 because it's like I'm not there anymore. I'm at a  
25 different place now. So if they were to come -- the

1 learned that the COVID tests had been developed or  
2 tested on fetal cells?

3 A. Yes, I would object to it, because it -- if  
4 it did have it, then it goes against what I believe is  
5 morally and religiously right.

6 Q. Okay. Can you take a look at Exhibit 3 in  
7 front of you, which is your full RAP file, please.

8 Does -- does this document, if you flip  
9 to the page ending in 32680 at the bottom bolded, does  
10 this look to be an accurate reflection of your  
11 communication with United where you supplied the  
12 religious letter that we discussed in Exhibit 4, as  
13 well as the third-party letter from your then  
14 boyfriend?

15 A. Yes, it looks like something I submitted.

16 Q. Okay. And to the best of your recollection,  
17 did United ask you anything additional besides  
18 providing that third-party letter in order to accept  
19 your religious RAP?

20 A. No.

21 Q. And you communicated, looks like, with Kirk  
22 Limacher at United; is that right?

23 A. Yes.

24 Q. Okay. And then look at, please, what I've  
25 marked as Exhibit 2 sitting in front of you.

1           A.     Well, I mean, I was not considered an active  
2     employer -- employee at the time and I was like off.  
3     I -- I didn't have access to my usual tools like CCS  
4     and all that. So you lose access to these things, my  
5     badge, all these. You lose -- I was on leave, so I  
6     was just...

7           Q.     So at any time while on leave or since being  
8     back, as you say, an active employee, have you ever  
9     sought to avail yourself of any mechanism that United  
10    provides to complain about harassment of  
11    discrimination?

12          A.     I -- I have not done that.

13          Q.     What harassment from your co-workers in this  
14    final sentence on your EEOC charge are you referring  
15    to as a result of requesting a reasonable  
16    accommodation?

17          A.     Just people in general at work, you know, I  
18    can't believe people didn't get the COVID vaccine.  
19    They're -- you know, they're idiots, they're dumb.  
20    They -- they want to kill people. They're killing  
21    people with COVID. It was --

22          Q.     Were those instances you said were harassing  
23    by co-workers, would you say those were directed  
24    against the unvaccinated as a group and not only those  
25    that had a religious basis for objecting the COVID

1                   IN THE UNITED STATES DISTRICT COURT  
 2                   FOR THE NORTHERN DISTRICT OF TEXAS  
 3                   FORT WORTH DIVISION

4       DAVID SAMBRANO, et  
 5       al., individually, and  
 6       on behalf of all  
 7       others similarly  
 8       situated,

9                   Plaintiffs,

10       V.

11       UNITED AIRLINES, INC.,

12                   Defendants.

Civil Action No.  
 4:21-CV-01074-P

13       THE STATE OF \_\_\_\_\_ :

14       COUNTY OF \_\_\_\_\_ :

15       I, MENDY A. SCHNEIDER, a Certified Shorthand  
 16       Reporter in and for the State of Texas, do hereby  
 17       certify that the facts as stated by me in the caption  
 18       hereto are true; that the above and foregoing answers  
 19       of the witness, DIANA TOVAR, to the interrogatories as  
 20       indicated were made before me by the said witness  
 21       after being first duly sworn to testify the truth, and  
 22       same were reduced to typewriting under my direction;  
 23       that the above and foregoing deposition as set forth  
 24       in typewriting is a full, true, and correct transcript  
 25       of the proceedings had at the time of taking of said  
 deposition.

I further certify that I am not, in any

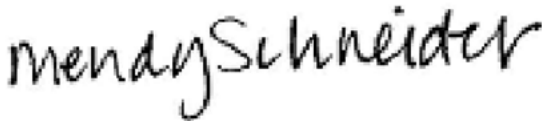
1 capacity, a regular employee of the party in whose  
2 behalf this deposition is taken, nor in the regular  
3 employ of this attorney; and I certify that I am not  
4 interested in the cause, nor of kin or counsel to  
5 either of the parties.

6 That the amount of time used by each party at  
7 the deposition is as follows:

8 MR. SULLIVAN - 00:00:49

9 MR. MAUGERI - 03:02:07

10  
11 GIVEN UNDER MY HAND AND SEAL OF OFFICE, on  
12 this, the 26th of October, 2023.

13 

14 MENDY A. SCHNEIDER, CSR, RPR

Certification No.: 7761

15 Expiration Date: 1-31-2025  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

# **EXHIBIT 122**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et  
al., individually, and  
on behalf of all  
others similarly  
situated,

Plaintiffs,

V.

UNITED AIRLINES, INC.,

Defendants.

Civil Action No.  
4:21-CV-01074-P

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION OF  
DONALD DEERE  
OCTOBER 27, 2023

\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION of DONALD DEERE,  
produced as a witness at the instance of the  
Plaintiffs, and duly sworn, was taken in the  
above-styled and numbered cause on October 27, 2023,  
from 9:09 a.m. to 4:36 p.m., before Mendy A.  
Schneider, CSR, RPR, in and for the State of Texas,  
recorded by machine shorthand, at the offices of Jones  
Day, 717 Texas Avenue, Houston, Texas, pursuant to the  
Federal Rules of Civil Procedure and the provisions  
stated on the record or attached hereto; that the  
deposition shall be read and signed.



1 answered.

2 A. It's that I'm not sure. I don't know because  
3 I don't know about the class claim part of it and how  
4 EEOC action falls into that, for example.

5 Q. (BY MR. FIELD) Before this case, have you  
6 ever authored an expert opinion where you conclude  
7 that it is not possible to calculate lost wages?

8 A. I -- no, I don't believe so.

9 Q. In any case where you have signed an expert  
10 report that addressed lost wages, have you looked at  
11 average previous earnings in order to calculate lost  
12 wages?

13 A. I've certainly looked at average previous  
14 earnings, but not necessarily use that as a  
15 prediction.

16 Q. So is that a no? Or you're not sure if you  
17 have?

18 MR. MAUGERI: Objection; asked and  
19 answered.

20 A. Could you restate the question?

21 Q. (BY MR. FIELD) Okay. So I asked the  
22 question, in any case where you have signed an expert  
23 report that addressed lost wages, have you looked at  
24 average previous earnings in order to calculate wages?

25 You said among other things that you've

1 not necessarily used that as a prediction.

2 I'm just trying to understand what that  
3 "not necessarily" means.

4 MR. MAUGERI: Objection; vague. Asked  
5 and answered.

6 A. Well, your question was have I looked at, and  
7 the answer is, yes, I have looked at.

8 Q. (BY MR. FIELD) Okay. So I'm trying to  
9 understand whether or not you have used that data when  
10 making a prediction about lost wages?

11 A. That's part of the data that goes into the  
12 calculation. Well, it can be and has been, yes.

13 Q. And can be and has been for you specifically  
14 in your reports; is that correct?

15 A. Yes.

16 Q. Okay. Have you been hired in any case to  
17 serve as an expert where you author a report that  
18 relates to COVID-19, COVID-19 vaccines, or anything  
19 else having to do with COVID-19?

20 A. No, not that I know of.

21 Q. Okay. Has a federal or state court ever  
22 excluded your testimony to the best of your knowledge?

23 A. No.

24 Q. Has a federal or state court ever concluded  
25 that your testimony was unreliable to the best of your

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, et  
al., individually, and  
on behalf of all  
others similarly  
situated,

Plaintiffs,

V.

UNITED AIRLINES, INC.,

Defendants.

Civil Action No.  
4:21-CV-01074-P

---

THE STATE OF TEXAS:

I, MENDY A. SCHNEIDER, a Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the facts as stated by me in the caption hereto are true; that the above and foregoing answers of the witness, DONALD DEERE, to the interrogatories as indicated were made before me by the said witness after being first duly sworn to testify the truth, and same were reduced to typewriting under my direction; that the above and foregoing deposition as set forth in typewriting is a full, true, and correct transcript of the proceedings had at the time of taking of said deposition.

I further certify that I am not, in any

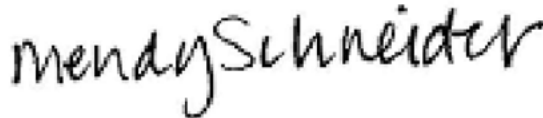
1 capacity, a regular employee of the party in whose  
2 behalf this deposition is taken, nor in the regular  
3 employ of this attorney; and I certify that I am not  
4 interested in the cause, nor of kin or counsel to  
5 either of the parties.

6 That the amount of time used by each party at  
7 the deposition is as follows:

8 MR. MAUGERI - 00:30:28

9 MR. FIELD - 05:00:17

10  
11  
12 GIVEN UNDER MY HAND AND SEAL OF OFFICE, on  
13 this, the 30th of October, 2023.

14 

15 \_\_\_\_\_  
MENDY A. SCHNEIDER, CSR, RPR

Certification No.: 7761

Expiration Date: 1-31-2025

# **EXHIBIT 123**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, individually and on )  
behalf of all others similarly )  
situated, et al., )

Plaintiffs, )

vs. )

No. 4:21-01074-P

UNITED AIRLINES, INC., )

Defendant. )

VIDEOTAPED DEPOSITION OF KATE GEBO  
Pursuant to Rule 30 of the  
Federal Rules of Civil Procedure

Chicago, Illinois  
Friday, November 10th, 2023

REPORTED BY: GREG S. WEILAND, CSR, RMR, CRR  
JOB NO.: 6146539

1 Q. -- approved vaccine?

2 A. Yes.

3 Q. And what were those discussions?

4 A. There was discussions about whether we  
5 should -- whether a mandate under EUA authority --  
6 we should do a mandate under EUA authority or under  
7 regular authority.

8 Q. Why? What would have been the concern?

9 A. I don't recall the specific concern.

10 Q. You said that you recall discussions about  
11 whether or not we should mandate -- "we" being  
12 United -- should mandate under EUA authority or  
13 regular authority.

14 What more do you recall about those  
15 discussions?

16 A. I remember that we had the conversation  
17 about it. I don't remember the specifics of the EUA  
18 status.

19 Q. Was it your sense that there was  
20 hesitation within United to mandate a vaccine that  
21 was only approved through the EUA process?

22 A. I don't recall the specifics.

23 Q. That wasn't my question.

24 A. Okay.

25 Q. Do you recall whether or not there was a

1 hesitation to mandate an EUA-approved vaccine?

2 A. I think there was -- I would say that  
3 there was a preference to have a regular vaccine --  
4 whatever the regular authority is.

5 Q. Fully approved?

6 A. Full authority, that's what I'll call it,  
7 full authority.

8 Q. Okay.

9 A. There's a preference to have a full  
10 authority, yes.

11 Q. Okay. Why?

12 A. Because full authority would be better.

13 Q. Why?

14 A. I don't know.

15 Q. Presumably, there was some discussion. We  
16 have these two options. We're going to wait for  
17 this.

18 A. I don't -- I don't recall the specifics of  
19 that specific decision.

20 Q. But it's your sense that United Airlines  
21 wanted to wait for a fully approved vaccine before  
22 imposing a mandate; is that correct?

23 A. United talked about the preference for a  
24 fully approved vaccine, yes.

25 I don't recall. I don't recall if we --



1 if our vaccination mandate was under emergency use  
2 or under full authority. I don't recall.

3 Q. Well, that's my question, is I'm trying to  
4 understand what United thought on this question and  
5 then whether or not it acted -- how it acted on  
6 that.

7 So it sounds to me -- and correct me if  
8 I'm not characterizing your questions -- your  
9 answers correctly -- there was a preference for  
10 waiting for a fully authorized vaccine before  
11 mandating it; is that correct?

12 A. That would have been better, yes.

13 Q. Okay. The next point that Mr. Limacher  
14 notes here is a concern with limited vaccine  
15 development and testing time frame.

16 And I don't know if you recall the time  
17 line. If we put ourselves back in 2021 and 2022, we  
18 heard a lot about the typical lengthy process for  
19 vaccines that were compressed for the COVID-19  
20 vaccine.

21 Here, Mr. Limacher is identifying that as  
22 a concern.

23 Do you recall any conversations among your  
24 colleagues about a concern with the limited  
25 development and testing time frame of the COVID-19

1           Q.    Okay.  So this is an email from August,  
2           but I want to direct you down to the underlying  
3           email.

4                   And as I understand it, these are draft  
5           social media posts that would go out under  
6           Mr. Kirby's LinkedIn and Instagram accounts; is that  
7           correct?

8           A.    That's what it looks like.

9           Q.    Okay.  And in the Instagram one, in the  
10          bottom paragraph, he states here -- or the post  
11          states, "Back in January, I made headlines when I  
12          put this idea on the table."

13                  Do you recall Mr. Kirby speaking publicly  
14          to the press about a vaccine mandate at United in  
15          January 2021?

16          A.    Yes.

17          Q.    Why would he have done that if it was  
18          still something that was only being discussed at the  
19          eTeam?

20          A.    I -- I don't know why he specifically  
21          brought it up with the press.

22          Q.    Were you surprised to see it in the press  
23          when it was still just being discussed?

24          A.    Yes.

25          Q.    Does that happen often with Mr. Kirby?

1           Q.    I believe you said you were surprised when  
2           you heard that.

3           A.    I was surprised that he said that to the  
4           press. But it was true.

5           Q.    So that's my question.

6                   Why were you surprised?

7           A.    Well, because there are -- I don't know  
8           that I knew that he was having an interview that  
9           day. So it could have been that. But --

10          Q.    It sounds like you were also surprised  
11          about the substance, not that he just had an  
12          interview that day.

13          A.    I don't know that that's true.

14          Q.    So you were just -- when you said earlier  
15          that you were surprised by that statement, you were  
16          just surprised that he had an interview that day?

17          A.    I was surprised with the timing of it.

18          Q.    Why?

19          A.    That I wasn't expecting it that day.

20          Q.    Why?

21          A.    No special -- I don't recall.

22          Q.    But you're surprised for some reason.

23                   I'm just trying to understand what was the  
24          surprise when Mr. Kirby announces something to the  
25          press that you were still discussing internally?

1           A.    I don't -- you're -- you're characterizing  
2           it as an announcement, and saying that we are going  
3           to mandate a vaccination is an announcement.

4                    Saying that we are considering options is  
5           not an announcement.

6                    So I think we see that differently.

7           Q.    I'm just trying to understand why you're  
8           surprised.

9           A.    Yeah. I just wasn't expecting it that  
10          day.

11          Q.    And at the time of Mr. Kirby's  
12          announcement, there was not consensus amongst the  
13          eTeam that United should mandate the vaccine,  
14          correct?

15          A.    At the time of the announcement, I think  
16          we were all considering what the options were.

17          Q.    So there was not consensus that a mandate  
18          should be imposed, correct?

19          A.    There was not consensus.

20                    Can I back that up for a second?

21          Q.    Of course.

22          A.    There wasn't a decision, which I think is  
23          different than consensus.

24          Q.    Okay. Do you remember the date in January  
25          when Mr. Kirby made his statement to the press?

1 Mr. Limacher, it reads, "We've had 217 confirmed  
2 cases in active employees since June 1."

3 So in a month and a half, a little over a  
4 month and a half, United tracked 217 confirmed  
5 cases.

6 Do you know how many employees United has  
7 worldwide?

8 A. In the 80,000 range.

9 Q. Okay. Do you know how many United  
10 employees there are in the United States?

11 A. In the -- 10,000 less than that, so  
12 70,000, call it.

13 Q. I've seen some --

14 A. Yeah, I --

15 Q. -- records estimating 68,000.

16 A. 68, yeah.

17 Q. Okay. So this is, if my math is correct,  
18 .3 percent of the workforce contracted COVID in this  
19 month and a half time frame.

20 Does that sound right?

21 A. I'll trust your math.

22 Q. Okay. I believe it states in here that  
23 only ten of those actually resulted in  
24 hospitalization, which is an even smaller number.

25 When we go up to the top of Mr. -- the top

1 email, Mr. Limacher's email, the very first page.  
2 There's two emails. He gives more data. You ask  
3 him, "What's your position?"

4 And he ends with, "Right now, I would not  
5 advocate for a mandate," correct?

6 A. Correct.

7 Q. And looking at the bullet points,  
8 Mr. Limacher bases that on a growing vaccination  
9 amongst the population, correct? That's the first  
10 bullet, Greater vaccination rates?

11 A. That's what he says, yeah.

12 Q. And he also bases his conclusion on the  
13 fact that most United employees are not getting  
14 COVID at work but, instead, outside work, correct?

15 A. That's what his email says, yes.

16 Q. And he bases it on the fact that at this  
17 time, July 23rd, COVID death rates are the lowest  
18 they've been since before COVID, when compared to  
19 the flu, correct?

20 A. That's what it says, yep.

21 Q. But Mr. Limacher concludes by stating that  
22 "The numbers below will be very telling over the  
23 next two weeks," correct?

24 A. Correct.

25 Q. And, "Death rate -- death rates rising the

1 week. The second chart looks at provisional  
2 COVID deaths by week. And the third chart  
3 looks at COVID new hospital admissions by week.  
4 And these charts, more or less, look at  
5 2021.

6 THE WITNESS: What's "provisional COVID"?

7 BY MR. FIELD:

8 Q. Huh?

9 A. What's "provisional COVID"?

10 Q. "Provisional COVID deaths," I believe that  
11 those are not yet confirmed to actually be from  
12 COVID. It's the way that the CDC tracks COVID  
13 deaths.

14 If you look at each of these --

15 MR. MUNRO: Sorry, Brian, I'm going to  
16 just reserve objections as to authenticity and  
17 foundation.

18 MR. FIELD: Sure.

19 MR. MUNRO: Go ahead.

20 BY MR. FIELD:

21 Q. If you look at the bottom -- I'm sorry, if  
22 you look at each chart, you will see that the late  
23 July time frame for each of these metrics is just  
24 about the lowest of the entire year, correct?

25 A. Yes.

1 BY MR. FIELD:

2 Q. The mandate was not ultimately extended to  
3 contractors, correct?

4 A. Correct. Or vendors, I don't believe.

5 Q. Okay. Why not?

6 A. I don't -- I don't -- I don't know.  
7 That's not my area, so I don't know.

8 Q. Do you recall there being a discussion at  
9 the eTeam level?

10 A. There was -- there was -- I don't know if  
11 it was at the eTeam level, but I don't recall the  
12 specifics of why it wasn't.

13 Q. Do you have an opinion about whether or  
14 not it could be or could have been?

15 A. I don't -- I don't -- there's so many  
16 contracts, I have no idea. I don't know.

17 Q. If we move up in the email to the response  
18 you receive from Mr. Lopp, he talks about Accenture,  
19 and he states that Accenture has started doing this  
20 for their buildings.

21 Later in the email, Mr. Lopp says, "I can  
22 get some info on how they do this and implement.  
23 They also do this in Texas, so they must get around  
24 state law."

25 What Texas law was Mr. Lopp referencing?



1 Q. Okay. Thank you. My question -- and make  
2 sure we're talking about the same thing.

3 My question is whether or not anybody on  
4 the eTeam thought that it should be extended to  
5 contractors.

6 A. I don't know that that decision was made  
7 at that meeting.

8 Q. So on state law questions, do you recall  
9 at that time hearing about the State of Montana and  
10 whether or not United's mandate would reach United  
11 employees in Montana?

12 A. Yes.

13 Q. What's your recollection of that?

14 A. That our -- that our mandate would not  
15 apply in Montana.

16 Q. And why would it not apply in Montana?

17 A. I -- I just remember that there was a  
18 state law.

19 Q. A state law that prevented United from  
20 applying its mandate in Montana, to the best of your  
21 recollection?

22 A. To the best of my recollection.

23 Q. Do you recall hearing discussions about  
24 similar laws in other states?

25 A. I --

1           Q.    Conversations about the White House  
2           inquiring -- strike that.

3                   Any conversations about -- any  
4           conversations with the White House about whether  
5           individuals who previously recovered from COVID  
6           should be excepted from the mandate.

7           A.    I don't recall those -- that specific  
8           conversation.

9           Q.    And here you point to the CDC as the basis  
10           for concluding that those individuals should still  
11           be subject to the -- or should still get vaccinated,  
12           correct?

13                   As I understand this, you're quoting the  
14           CDC. I just want to make sure that's clear.

15           A.    Yes.

16           Q.    Okay. So is it your sense that United  
17           would be following the guidance provided by the CDC?

18           A.    Yeah. That was one of the things that we  
19           considered.

20           Q.    Okay. And followed, right?

21           A.    In this case, yes.

22           Q.    Are there instances in which you did not  
23           follow what the CDC recommended?

24           A.    They also recommended boosters, for  
25           instance.

1           Q.    Okay.    And --

2           A.    And we did not -- we encouraged our  
3           employees to get boosters, but we didn't require it.

4           Q.    You didn't what?

5           A.    We did not require it.

6           Q.    Okay.    What about United officials  
7           speaking with leaders of other businesses about  
8           United's mandate?

9                     Did those conversations happen?

10          A.    Yes.

11          Q.    What types of other businesses?

12          A.    All kinds of other businesses.

13          Q.    Other airlines?

14          A.    Not to my knowledge.    May -- I didn't have  
15          any.

16          Q.    Did you hear about any?

17          A.    I don't -- I don't recall.    I don't know  
18          if the A4A conversation -- I don't know if they --  
19          there's an industry group, Airlines for America.    So  
20          I don't know if they would have conversations in  
21          that forum or not.

22          Q.    But you don't know one way or the other  
23          whether United leadership spoke with leadership of  
24          other major airlines about whether to impose a  
25          mandate, how to impose a mandate, how to handle

1 A. I know that we put in a vaccine mandate.

2 Q. What's your understanding about vaccine  
3 mandates at other major airlines in the  
4 United States?

5 A. I know that Delta -- whoops, I know that  
6 Delta -- sorry.

7 I know that Delta did not, and I know that  
8 American did not, and I know that Southwest did not.

9 Q. Okay. Are those all members of the A4A?

10 A. I don't know if Delta was a member at that  
11 point in time. They go in and out.

12 Q. Okay. Who else would be a member?

13 A. I don't know.

14 Q. I guess what I --

15 A. Yeah.

16 Q. -- just want to make sure, is when I think  
17 of major airlines, that about covers it. But I want  
18 to make sure I'm not missing somebody.

19 A. Alaska.

20 Q. Okay.

21 A. JetBlue.

22 Q. Fair enough.

23 A. Spirit, Frontier.

24 Q. Okay. See? I am.

25 A. So, hopefully, you don't have to fly any

1 THE WITNESS: It's not -- I rely on my  
2 team to do this. They're the experts in the  
3 area. So I don't know.

4 I don't know the specifics of this  
5 question. I don't know what to say.

6 BY MR. FIELD:

7 Q. So I have now the answer on whether or not  
8 you rely on your team.

9 I'm asking your opinion. Do you think it  
10 is an appropriate question?

11 MR. MUNRO: Same objection.

12 THE WITNESS: I don't know the specifics  
13 of what the RAP process requires, so --

14 BY MR. FIELD:

15 Q. So sending an individual a generic  
16 question telling them that their religion doesn't  
17 prohibit COVID vaccines might be appropriate?

18 A. I don't know. I don't know what questions  
19 are appropriate for the RAP process.

20 Q. Does it surprise you that these questions  
21 led to a complaint that Mr. Symons sent you?

22 A. No.

23 Q. Because they're kind of offensive  
24 questions?

25 A. I could -- I could see where he would want

1 to raise the concern.

2 Q. Okay. So Craig Symons sends it to you.  
3 You forward it on to Mr. Hansen.

4 Do you know whether you went back to  
5 Mr. Symons about this question or complaint, or does  
6 somebody else handle it from there?

7 A. Somebody else handles it.

8 Q. Who?

9 A. Either -- I would assume Mike got back to  
10 him.

11 Q. And it turns out that United did, in fact,  
12 stop asking these types of questions to employees.

13 Does that sound right?

14 MR. MUNRO: Objection, assumes facts not  
15 in evidence.

16 MR. FIELD: All right. Exhibit 24.

17 (Exhibit 24 was marked for  
18 identification.)

19 BY MR. FIELD:

20 Q. Take a look at this. It's United's  
21 responses to the plaintiff's interrogatories in this  
22 case. If you turn to Page 5 and look at United's  
23 response to Interrogatory Number 5.

24 Let me know when you're ready.

25 A. Okay.

1           Q.    So going back to my question, it turns out  
2           that United did, in fact, stop asking these types of  
3           questions to employees, correct?

4           A.    Yes.

5           Q.    But it only did so because it became too  
6           onerous to do that with every individual requester,  
7           correct?

8           A.    That's what it says here.

9           Q.    Not because of any complaints about the  
10          questions?

11          A.    I'm relying on the information here, and  
12          that's what it says.

13          Q.    Okay. Let's talk about medical  
14          accommodation requests.

15                Do you believe that there are any medical  
16          conditions that make it unsafe to receive the  
17          COVID-19 vaccine?

18          A.    There may be.

19          Q.    Any conditions come to mind?

20          A.    I don't -- I don't have a specific example  
21          I can provide.

22          Q.    Do you ever recall discussing that  
23          question with Pat Baylis?

24          A.    Not specifically.

25          Q.    Generally?

1 received in the workplace?

2 A. I don't know the specifics of why we  
3 decided not to do stickers on badges, but we decided  
4 we didn't need it.

5 Q. Didn't need it, or didn't want to do it,  
6 or couldn't do it?

7 A. I don't recall specifically which one of  
8 those three, or others, but we decided not to do it.

9 Q. But Mr. -- okay. And, in fact,  
10 Mr. Limacher states that "Legal doesn't love it,"  
11 right?

12 A. Yes. Legal doesn't love a lot of things,  
13 so ...

14 Q. Including marking people as unvaccinated  
15 walking around their workplace, right?

16 MR. MUNRO: I would caution the witness  
17 not to disclose any conversations she may have  
18 had with counsel on this subject.

19 THE WITNESS: Yeah, I'm not going to  
20 answer that.

21 BY MR. FIELD:

22 Q. Did you think it was wise to put stickers  
23 on unvaccinated employees' badges?

24 A. I -- I didn't have an opinion on this.  
25 Kirk was running with the process at this point, so



1           that everybody was staying safe.

2           BY MR. FIELD:

3           Q.    So it would have been okay for an employee  
4           who was just sitting outside on a bench to just take  
5           his or her mask off, right?

6           A.    I don't know what the specific policy was  
7           regarding masks at all times.

8           Q.    But in your opinion, do you think it would  
9           be reasonable for an employee, unvaccinated  
10          employee, to sit outside on a bench by him or  
11          herself without a mask on?

12          A.    I -- I don't have an opinion on that.

13          Q.    Do you think there's a danger posed by  
14          that employee sitting on a bench by him or herself?

15               MR. MUNRO: Objection, asked and answered.

16               THE WITNESS: I don't know.

17          BY MR. FIELD:

18          Q.    How could an employee sitting by him- or  
19          herself be at risk or pose a risk to somebody else?

20               MR. MUNRO: Same objection.

21               THE WITNESS: It depends on where the  
22          bench is, who could be walking by. I don't  
23          know. I don't know the specifics.

24          BY MR. FIELD:

25          Q.    Sitting by him or herself outside, nobody

1 be required to wear N95 respirators outside at all  
2 times?

3 MR. MUNRO: Objection, assumes facts not  
4 in evidence.

5 Go ahead.

6 BY MR. FIELD:

7 Q. I'll rephrase that, my question.

8 I'll stipulate that the average -- the  
9 average high in Houston this August was  
10 102.7 degrees.

11 Does it strike you as potentially  
12 problematic that an employee would need to be  
13 working outside with an N95 respirator on during  
14 that type of heat?

15 A. I think 102 is very hot. And not knowing  
16 the -- not knowing the environment, I don't know  
17 that I can opine on that.

18 Q. Let me ask you this: Have you ever worn  
19 an N95?

20 A. No.

21 Q. Why not?

22 A. I haven't had a need to.

23 Q. Why not? I mean, why is it that you don't  
24 believe you've had a need to?

25 A. I don't understand the question. I'm

1 sorry.

2 Q. There's something about your life that  
3 you've decided "I haven't had a need to wear an  
4 N95." I'm just curious what it is that you point to  
5 to say, "I haven't had a need to."

6 A. I haven't worn a mask -- an N95 mask. I  
7 haven't worn a KN95 mask.

8 Q. Why not? You said you don't have a -- you  
9 "haven't had a need to." What does that mean?

10 A. I don't know what they're -- I'm not a  
11 welder.

12 Q. I don't think any of the accommodated  
13 employees are welders either.

14 A. No. But my nephew has an N95 mask, and he  
15 was doing welding, so that's why I'm using that  
16 example.

17 Q. Sure.

18 A. So I'm not doing welding.

19 Q. Are gate agents, who are required to go  
20 sit outside with an N95 respirator on, welders?

21 A. No.

22 Q. But this requires them to wear either an  
23 N95 or a KN95, correct?

24 A. I did not set the N95 or KN95 requirement.  
25 Sasha did.

1           Q.    I understand that. But it is the  
2           requirement, or it was the requirement, correct?

3           A.    It was.

4           Q.    And you would agree that something like  
5           that might be burdensome in 102-degree heat, right?

6                   MR. MUNRO: I object, asked and answered.  
7                   Go ahead.

8                   THE WITNESS: It would depend on the  
9                   environment. I don't know what you're asking.  
10                  I don't know what you're asking me.

11          BY MR. FIELD:

12                Q.    I'm asking you, the environment is  
13                102 degrees, and a mechanic working outside. Does  
14                it strike you that being required to wear an N95  
15                respirator is problematic?

16                   MR. MUNRO: Same objection, and assumes  
17                   facts not in evidence.

18                   THE WITNESS: If it -- if -- it is -- it  
19                   is a lot, that is for sure. But if it saves  
20                   his life, I think it's okay.

21          BY MR. FIELD:

22                Q.    You think there's a chance that it would  
23                save his life, even if he's out there working alone?

24                A.    I think there's a chance, yes.

25                Q.    Because he would catch COVID from what?

1 vaccinated employees with mask violations?

2 A. The mask violations that we're talking  
3 about here are prior to the vaccination requirement  
4 and were from when airports put in requirements  
5 from -- to wear masks.

6 Q. Sure. But a violation is a violation of  
7 policy, right?

8 A. A violation -- there is a different --  
9 this is a different mask.

10 Q. I understand what.

11 What I'm asking is, these are individuals  
12 who violated a policy, and you're proposing to  
13 remove discipline for them, correct?

14 A. Their discipline is a -- is a point for  
15 the -- yes.

16 Q. But the unvaccinated employee who has that  
17 same point, he or she doesn't have the point  
18 removed, correct?

19 A. That's what this says.

20 Q. Why did you make that decision?

21 A. I don't know that I -- I don't recall the  
22 specifics of those two, vaccinated versus not  
23 vaccinated.

24 Q. Does that seem fair to you?

25 A. I don't -- I'd have to understand the

1 specifics of each of the cases.

2 Q. But that's not -- you don't actually ask  
3 for any specifics. You're saying anyone who falls  
4 into this bucket, their discipline gets removed,  
5 right?

6 A. Yes.

7 Q. And anyone who falls into the other  
8 bucket, same actions but unvaccinated, they keep  
9 their disciplinary points, right?

10 A. They just haven't gotten them removed,  
11 yeah. Yeah, same thing, yeah.

12 Q. Is there another email out there that I'm  
13 not aware of where you also directed the removal of  
14 their points?

15 A. I don't know. I don't -- I don't know.

16 Q. Okay. Do you think there is?

17 A. I don't know.

18 Q. I can tell you we haven't seen it, so I'm  
19 suspecting that there isn't.

20 So my question, again, do you think it's  
21 fair to remove disciplinary points for one group but  
22 not the other?

23 A. I think that you -- again, I would want to  
24 better understand the individual circumstance.

25 Q. Based on the document, at least, the two

1 Q. And that's also the case, notwithstanding  
2 the fact that there may be unvaccinated pilots and  
3 flight attendants from other airlines riding on the  
4 United plane, correct?

5 A. I don't --

6 Q. Jump seat?

7 A. Yeah, I don't think -- whether the flight  
8 attendants or pilots would be vaccinated, yeah.

9 Q. I'm sorry, can you say that again?

10 A. No, I'm keying on the fact that you were  
11 saying that there are unvaccinated flight attendants  
12 and pilots from other airlines.

13 I mean, it doesn't matter if you're --  
14 you're either vaccinated or you're not vaccinated.  
15 It doesn't matter if you're a pilot or a flight  
16 attendant.

17 Q. So it's true that --

18 A. That's my point.

19 Q. Okay. So it's true that there could be  
20 other pilots from other airlines sitting in the  
21 cockpit who are unvaccinated, correct, in the jump  
22 seat?

23 A. It's possible.

24 Q. And contractors and vendors who are not  
25 vaccinated could also be coming on and in and out of

1       the planes, correct?

2           A.    Yes.

3           Q.    Why the contradictory messages, telling  
4 customers that United planes are a safer environment  
5 than the ICU, but then telling employees that  
6 there's no way for them to remain at work without  
7 vaccination?

8           MR. MUNRO: Object to the argumentative  
9 statement, "contradictory."

10          Go ahead.

11          THE WITNESS: The aircraft is one place  
12 that our employees work. They also spend,  
13 especially pilots, time in our flight training  
14 center, and that is not the same environment as  
15 the aircraft. They're in crew vans. So  
16 they're in areas that are not just the  
17 aircraft.

18          So I don't think it's a contradictory  
19 message.

20                       (Exhibit 33 was marked for  
21 identification.)

22       BY MR. FIELD:

23          Q.    Showing you what's marked as Exhibit 33.  
24 We were just talking about this briefly.

25          Unfortunately, I do not have another copy.



## C E R T I F I C A T E

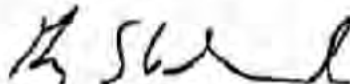
The within and foregoing deposition of the witness, MARY KATHRYN GEBO, was taken before GREG S. WEILAND, CSR, RMR, CRR, at Suite 4800, 110 North Wacker Drive, in the City of Chicago, Cook County, Illinois, commencing at 8:35 o'clock a.m. Central Standard Time, on the 10th day of November, 2023.

The said witness was first duly sworn and was then examined upon oral interrogatories; the questions and answers were taken down in shorthand by the undersigned, acting as stenographer; and the within and foregoing is a true, accurate and complete record of all the questions asked of and answers made by the aforementioned witness at the time and place hereinabove referred to.

The signature of the witness was not waived and the deposition was submitted to the deponent as per copy of the attached letter.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my signature on this 17th day of November, 2023.



---

GREG S. WEILAND, CSR, RMR, CRR

License No. 084-003472

# **EXHIBIT 124**

Page 1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

DAVID SAMBRANO, et al.,  
Plaintiffs,  
  
vs  
  
UNITED AIRLINES, INC.,  
Defendant.

)  
)  
)  
)  
) No. 4:21-cv-01074-P  
)  
)  
)

The videotaped deposition of  
ALEKSANDRA J. JOHNSON  
called for examination taken before JO ANN LOSOYA,  
CSR, RPR, CRR at 110 North Wacker Drive, Chicago,  
Illinois, on November 9, 2023 at the hour of 9:00  
a.m.

1           A.     I have not.

2           Q.     So you said you started in the corporate  
3     safety role October 2020. Were you familiar with  
4     what the company's safety policies were around COVID  
5     between March 2020 and October 2020? Did you play  
6     any role before October 2020 with safety policies?

7           A.     I did not play much of a role as I was in  
8     my government affairs and regulatory affairs role  
9     but I was in the meetings and aware of what we were  
10    doing.

11          Q.     So in that early time of the pandemic,  
12    let's say March 2020 to October of 2020, what was  
13    your understanding of what United was doing to keep  
14    its employees safe?

15          A.     So, we were, you know, doing an extensive  
16    cleaning effort, obviously on the airplanes and in  
17    break rooms. We were social distancing to protect  
18    our customers and our employees. We had undertaken  
19    some air filtration studies to review, you know, the  
20    safety measures on the airplane. We were blocking  
21    middle seats. We put in the mask mandate. So I was  
22    aware of those measures.

23          Q.     Did you feel those measures kept the  
24    employees safe?

25          A.     From my perspective, yes.

1 Q. What about the customers?

2 A. Yes. I agree with that.

3 Q. You talked a little bit about air  
4 filtration and middle seats. What about in the  
5 airports? What was United doing from March 2020 to  
6 October 2020 to keep airports a safe space?

7 A. I don't recall every detail of what we  
8 were doing. By and large part though, United was --  
9 an airport is a common use space. It's not just a  
10 United facility. So we were following the state and  
11 local requirements at the time which included social  
12 distancing, and things of that nature.

13 Q. Did you also feel like United was keeping  
14 its customers and employees safe while they were in  
15 the airport?

16 A. We were doing the best that we could  
17 given that we didn't control all the spaces.

18 Q. And when you came on in October 2020, did  
19 you change any of those policies that you just  
20 mentioned to me?

21 A. I did not.

22 Q. Is that because you felt they were  
23 sufficient?

24 A. Yes, I felt they were sufficient.

25 Q. You mentioned some studies about air

1 safety. Can you tell me a little bit more about  
2 those?

3 A. I was referring to the DARPA study, the  
4 defense department study that United participated in  
5 to look at trip -- potential transmission rates on  
6 an airplane.

7 Q. What was your -- what is your  
8 recollection of what that study concluded?

9 A. The study concluded that it was highly  
10 unlikely that COVID could be transmitted in the  
11 airplanes due to the filtration system and airflow,  
12 but the study also assumed that people were wearing  
13 masks.

14 Q. Any type of masks?

15 A. I don't recall the type of mask that was  
16 used in the study.

17 Q. Do you remember roughly what time frame  
18 that study was done?

19 A. I recall that it was done -- I believe it  
20 was done in the late -- late summer, early fall.

21 Q. Okay. I'm going to pass you what has  
22 been marked as Exhibit 1.

23 (Deposition Exhibit 1 was marked  
24 for identification.)

25

1 about electrostatic something, social distancing,  
2 did you feel like all of those measures kept your  
3 customers safe?

4 A. Our goal was to put a multilayered  
5 approach in place so all of those pieces together  
6 were improving our safety margins, yes.

7 Q. Do you believe that those measures kept  
8 your employees safe?

9 A. I do believe they kept our employees  
10 safe.

11 Q. Let's move on to the vaccine mandate.

12 You're aware that that mandate for  
13 all United employees was announced on August 6,  
14 2021, correct?

15 A. I am aware.

16 Q. Okay. But the mandate was being  
17 discussed long before that. You're aware of that  
18 too, right?

19 A. I'm aware that the mandate was discussed.

20 Q. Tell me just generally what your role was  
21 in the development of the vaccine mandate.

22 A. My role was to advise on safety measures  
23 around the pandemic, and as the vaccine became --  
24 was being developed and we were tracking that, my  
25 role was to work with Pat Baylis and others to look

1 say 2020 through 2021, that United Airlines did  
2 something that was not in line with CDC guidance?

3 A. I don't remember anything specific.

4 O. Okay. I want to talk a little bit about  
5 who the vaccine mandate did not apply to when it was  
6 implemented in August 6.

7 You're aware that it did not apply to  
8 international employees, correct?

9 A. I am aware of that.

10 O. Do you know approximately how many  
11 international employees United has?

12 A. I don't know a number off the top of my  
13 head.

14 O. Do you know if it's in the thousands?

15 A. I -- I don't. I just -- I don't know the  
16 exact number. We're a company of about a hundred  
17 thousand people. So...

18 O. What is your understanding of how  
19 international employees interact with domestic  
20 employees?

21 A. They -- well, I guess it depends on the  
22 type of role that they have, but our international  
23 employees that are based overseas would, you know,  
24 interact with some employees who were traveling over  
25 there. But by and large, international employees,



1 let's say, in London Heathrow are working with  
2 London Heathrow employees.

3 Q. They don't fly to domestic locations, the  
4 international employees?

5 A. The international employees can certainly  
6 fly to domestic locations.

7 Q. And domestic employees could fly to  
8 international locations?

9 A. That's correct, domestic employees can  
10 fly.

11 Q. Did you consider it a safety concern that  
12 international employees were not required to be  
13 vaccinated?

14 A. I would consider it a reality of the  
15 situation at the time about what we were allowed to  
16 do and not allowed to do based on international law.

17 Q. Is that your understanding of why  
18 international employees were not required to be  
19 vaccinated, international law?

20 A. That is what I remember as being a  
21 primary reason why we couldn't make the mandate  
22 global was there were international considerations  
23 from a legal and labor perspective.

24 Q. And so what did United do to ensure that  
25 its international employees were safe?

1           A.     I do recall, you know, working with our  
2     partners overseas to try to help facilitate making  
3     vaccines available to our employees where we could.  
4     We did have some international employees who chose  
5     to fly over here and get vaccinated. And then we  
6     were working with all of our international locations  
7     to meet the safety -- the safety requirements that  
8     were in place at their locations.

9           O.     Did you think that international  
10    employees were safe from COVID based on United's  
11    policies?

12          A.     I think we did the best we could. I do  
13    believe that the measures that we were able to put  
14    in place kept them as safe as we could.

15          O.     What about employees in Montana, were  
16    they required to get the vaccine?

17          A.     I don't remember the state -- the state  
18    rules at the time.

19          O.     Do you remember if there were any states  
20    that you could not impose a vaccine mandate on the  
21    employees in those states?

22          A.     I remember there were some states where  
23    there were other considerations, but I don't  
24    remember the details.

25          O.     And in those states specifically, what

1 safety measures were in place for employees?

2 A. So at the time -- again, I don't remember  
3 the specific states where that was an issue, but in  
4 all of our locations we were following the federal  
5 mask policy. We had, you know, appropriate airport  
6 measures in place. So, again, if you're talking  
7 about operational employees, those were some of the  
8 measures that we were -- that we were working with.

9 Q. Did you feel like employees in those  
10 states were safe?

11 A. Well, from -- from the measures that we  
12 able to put in place, yes, we were -- we were doing  
13 what we could to maintain safety in the workplace.

14 Q. Are you aware that pilots from other  
15 airlines who were not vaccinated could fly in the  
16 jump seat of United aircrafts?

17 A. I am aware of that but it was based on  
18 the captain's discretion.

19 Q. Were you concerned from a safety  
20 perspective about that possibility?

21 A. I don't recall having a number of  
22 conversations about that, but certainly the flight  
23 deck was a very challenging area from a safety  
24 perspective because we couldn't require masks of our  
25 crews, but the captain could require somebody in the

1 jump seat to wear a mask.

2 Q. Do you remember any safety issues arising  
3 from an unvaccinated pilot flying in the jump seat?

4 A. I don't remember any.

5 Q. What about flight attendants? Flight  
6 attendants could also sit in the jump seat, correct?

7 A. Flight attendants can come into the  
8 flight deck if another pilot leaves and presumably  
9 they could jump seat, but I don't remember any  
10 situation in which that occurred.

11 Q. Is that also up to the captain's  
12 discretion?

13 A. There are a number of rules around jump  
14 seating, but the captain ultimately makes the call  
15 of who flies in the jump seat except if it's the FAA  
16 and then that's a different -- it's a different  
17 consideration.

18 Q. You don't remember any safety issues  
19 arising from an unvaccinated person flying in a jump  
20 seat, do you?

21 A. I don't remember any.

22 Q. What about contractors and vendors? Do  
23 you remember if United -- let's start with  
24 contractors. If contractors were required to be  
25 vaccinated?

1           A.     I don't remember the details of the  
2     contractor vaccination policy, but I do recognize --  
3     I do remember that our -- I do remember that we had  
4     some measures in place, but I don't remember the  
5     full details of that policy.

6           Q.     What about for vendors?

7           A.     Well, my -- my recollection and -- is  
8     that -- that we could not require the vaccine for  
9     vendors.

10          Q.     Were you concerned about that from a  
11     safety perspective?

12          A.     Certainly, having our employees interact  
13     with others who weren't presented risk in the  
14     system. But again, we had to look at the reach that  
15     we could make within our legal responsibilities.

16          Q.     So you still felt that your United  
17     employees and customers were safe despite the  
18     inability to mandate that contractors and vendors  
19     were vaccinated?

20          A.     It was certainly a risk that we needed to  
21     mitigate, but again, the measures that we put in  
22     place, we were doing what we could to protect the  
23     safety of our employees.

24          Q.     Are you aware of any safety issues that  
25     arose from unvaccinated contractors or vendors?

1           A.     What -- can I ask what you mean by  
2     "safety issues"? You have used that word a number  
3     times.

4           O.     Safety issues in general, let's just  
5     start with that. With the COVID -- with COVID  
6     specifically.

7           A.     So I guess -- well, I'm just trying to  
8     understand safety issues. Are you asking if anyone  
9     transmitted COVID?

10          O.     Yeah. So it could be a COVID outbreak,  
11     somebody getting sick from COVID, somebody getting  
12     hospitalized, any COVID-related safety issues from  
13     contractors or vendors being unvaccinated.

14          A.     I don't recall any specific transmission  
15     issues related to vendors but that doesn't mean it  
16     didn't happen.

17          O.     You can't recall as you sit here today?

18          A.     I cannot.

19          Q.     I'll hand you what has been marked as  
20     Exhibit No. 4, Bates number 82697 at the bottom.

21                     (Deposition Exhibit 4 was marked  
22                     for identification.)

23     BY MS. SQUIERS:

24          Q.     I'll give you a minute to look through  
25     it. Just let me know when you're ready.

1 originally -- the decision was that their  
2 accommodation would be some type of leave, unpaid  
3 leave, medical leave, personal leave, some type of  
4 leave?

5 MS. MATTHEWS: Same objection.

6 BY THE WITNESS:

7 A. I don't recall specifics or don't know  
8 specifics of each accommodation so I can't speak to  
9 that.

10 Q. You don't remember that at that point,  
11 the very beginning of the accommodations being  
12 granted, that was the accommodation that was offered  
13 to everyone?

14 A. I don't remember --

15 MS. MATTHEWS: Same objection.

16 BY THE WITNESS:

17 A. I don't remember the details about that,  
18 no.

19 Q. Did you play any role in the decision to  
20 put certain subsets of employees on unpaid leave?

21 A. I did not play a role in that decision,  
22 no.

23 Q. Did you advise on that decision?

24 A. I did not.

25 Q. Do you know who made that decision?



1           A.     I don't.

2           Q.     But you did advise on masking and testing  
3 as accommodations, correct?

4           A.     I did certainly advise on that, yes.

5           Q.     But your department, the safety  
6 department, had no say in employees being put on  
7 unpaid leave?

8                   MS. MATTHEWS: Objection,  
9 mischaracterizes prior testimony.

10           BY THE WITNESS:

11           A.     We did not.

12           Q.     Do you know why that is?

13           A.     Our role was to evaluate safety measures,  
14 not to deal -- not to work with the reasonable  
15 accommodation process and the details of it.

16           Q.     I'm just confused. You said you did have  
17 a role in the masking and testing. Why wouldn't  
18 safety have a say in whether or not employees should  
19 be put on unpaid leave from a safety perspective?

20           A.     Masking and testing are safety measures.  
21 What we were asked to evaluate was how we keep, you  
22 know, operational areas safe. The determination  
23 based on that evaluation was not mine from a -- from  
24 what employees could do.

25           Q.     So you don't believe that unpaid leave



1 was a safety measure?

2 A. I don't know how to answer that question.

3 I mean --

4 Q. How you would characterize it?

5 A. I would not characterize it -- well, I --  
6 again, I was involved in whether we could mask,  
7 whether we could test, what the safety was of the  
8 flight deck. I was not involved about what the  
9 options were for employees, who sought reasonable  
10 accomodation.

11 Q. More specifically, you were not involved  
12 on whether employees should be put on unpaid leave?

13 A. I was not involved in that, no.

14 Q. Was anybody in the safety department  
15 involved in that decision?

16 A. No, we were not involved in reasonable  
17 accommodations in that way.

18 Q. No one ever asked you from a safety  
19 perspective whether it was necessary for employees  
20 to go on unpaid leave?

21 A. I don't remember. But I was not --  
22 again, not involved in that part of the process.

23 Q. Okay. I'm going to hand you what is  
24 being marked as Exhibit 11.

25 A. Sure.

1 just listed, there was an employee who lodged a  
2 complaint about the masks.

3 Q. The result of that complaint was that  
4 Virginia OSHA fined United Airlines, correct?

5 A. I don't recall whether it was a fine or a  
6 citation.

7 Q. But you know they reprimanded United  
8 Airlines in some way for non-compliance with OSHA  
9 regulations?

10 A. It is state, not federal. So I was  
11 referring to federal OSHA.

12 Q. But you're aware that the Virginia OSHA  
13 office reprimanded United Airlines in some way for  
14 non-compliance?

15 A. I recall a citation -- I recall a  
16 citation of some sort from Virginia OSHA, but I  
17 don't remember the exact details or the fine or  
18 anything as you describe it.

19 Q. But you know it had to do with this  
20 policy for N95 respirators for those who were  
21 unvaccinated, correct?

22 A. Now that you remind me, yes, I do.

23 Q. I'm going to hand you what has been  
24 marked as Exhibit 15.

25

REPORTER CERTIFICATE

I, JO ANN LOSOYA, a Certified Shorthand Reporter within and for the State of Illinois, do hereby certify:

That previous to the commencement of the examination of the witness, the witness was duly sworn to testify the whole truth concerning the matters herein; That the foregoing deposition transcript was reported stenographically by me, and the foregoing constitutes a true record of the testimony given and the proceedings had; That the said deposition was taken before me at the time and place specified; That I am not a relative or employee or attorney or counsel, nor a relative or employee of such attorney or counsel for any of the parties hereto, nor interested directly or indirectly in the outcome of this action.

IN WITNESS WHEREOF, I do hereunto set my hand this day, November 15, 2023.

A handwritten signature in cursive script, reading "Jo Ann Losoya", is written over a horizontal line.

JO ANN LOSOYA, CSR, RPR, CRR

C.S.R. 84-002437

# **EXHIBIT 125**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, individually and on )  
behalf of all others similarly )  
situated, et al., )  
)  
Plaintiffs, )  
)  
vs. ) No. 4:21-01074-P  
)  
UNITED AIRLINES, INC., )  
)  
Defendant. )

VIDEOTAPED DEPOSITION OF WILLIAM KIRK LIMACHER  
Pursuant to Rule 30  
Chicago, Illinois  
Monday, November 6th, 2023

REPORTED BY: GREG S. WEILAND, CSR, RMR, CRR  
JOB NO.: 6146533

1 partners. And it talks about -- let's see here, it  
2 talks about, quote, Scott's initial conversations.

3 I'll just read the whole thing. Strike  
4 that.

5 "So our plan for today is to discuss how  
6 Scott's initial conversations went with our largest  
7 four customer-facing partners, with the  
8 understanding that we'd rather handle this on the  
9 business side than the procurement side if  
10 possible."

11 Do you know what that's referring to, "the  
12 business side versus the procurement side"?

13 A. I'm assuming through operational leaders  
14 and their relationship with these partners, as  
15 opposed to initiating it through contracting.

16 Q. Let's step back a little bit.

17 Who are these partners, and what role do  
18 they provide for United?

19 A. SkyWest is a regional airline. Unifi is a  
20 ground handling company. G2 is a ground handling  
21 company. And Republic is a flying partner.

22 Q. And there's a question here whether or not  
23 those entities will mandate the vaccine?

24 A. Based on the subject line, it sounds like  
25 that's the subject matter of the meeting.

1           Q.   Is it your understanding that United could  
2           require these entities to impose a vaccine mandate?

3           A.   It's my understanding that United could  
4           not unilaterally do that without changes to our  
5           contract with those businesses.

6           Q.   So what do you mean by "unilaterally"? So  
7           explain that.

8           A.   Well, they're not employees of United.

9           Q.   Correct.

10          A.   So putting into place an employment policy  
11          would not be something United could unilaterally do  
12          at a separate employer.

13          Q.   But United could say you cannot -- you  
14          will not have our business unless your workforce is  
15          subject to a vaccine mandate, correct?

16          A.   I'm sure there would be significant  
17          commercial ramifications to doing that. So not  
18          being in the contracting side, it was not something  
19          that United could unilaterally do without legal  
20          exposure from those entities.

21          Q.   Well, you said "commercial." So  
22          commercial and legal exposure?

23          A.   Well, I'm sorry. I meant them, really,  
24          being the legal component. If we unilaterally  
25          terminated an agreement for something that wasn't

1 we did not have the vaccine record for the employee  
2 on file yet and wanted to make sure there was  
3 another channel that all aspects of the vaccine  
4 requirement, including access to reasonable  
5 accommodation, were known.

6 Q. So at this instance, "channel" now refers  
7 to the mailing? Is that what I'm understanding?

8 A. This artifact, correct.

9 Q. I'm sorry. What do you mean by "this  
10 artifact"?

11 A. This mailing.

12 Q. Okay. But you only referenced the spouse  
13 next to this line about wanting to make sure that  
14 it's clear that the United employee spouse might be  
15 getting terminated, right?

16 A. I think it was making sure the reasonable  
17 accommodation process was known as well as what  
18 would happen for unvaccinated employees.

19 Q. It sure looks here like you're wanting to  
20 make sure that the spouse can put some pressure on  
21 the United employee who may be getting separated.  
22 Red text, bigger letters, make sure it can be seen  
23 that this employee may be separated from United,  
24 right?

25 A. You know, we used postcards in a lot of



1 ways as a normal course of business, in benefits and  
2 other things, to make sure that everyone is aware of  
3 things going on at the airline; the end of  
4 enrollment, you haven't yet completed your annual  
5 enrollment, here is the deadline.

6 This would fall into the name constructs  
7 of sending a postcard to make sure it was clear that  
8 there was a deadline approaching and action was  
9 required.

10 Q. Okay. How many of those did you edit to  
11 say let's make sure this sentence stands out so the  
12 spouse can see it?

13 A. I'm usually not editing postcards.

14 Q. So suffice it to say, you have never said  
15 that except for this sentence right here?

16 A. I haven't edited postcards for previous  
17 mailings before.

18 Q. So the only time you've pointed out a  
19 sentence that needs to be seen by the spouse is the  
20 one that's threatening to fire a United employee?

21 A. It wasn't -- I wouldn't characterize it as  
22 a threat, and I have not been involved in the  
23 creation of other postcards. I think we were trying  
24 to share information and make sure that information  
25 was not missed.

1           Q.    Do you see how this would be read as  
2           suggesting that it might be helpful if the spouse  
3           can put some pressure on the United employee?

4           A.    That's not the way -- that was not the way  
5           it was intended.

6           Q.    That wasn't my question.

7           A.    That was not the way it was intended.

8           Q.    Wasn't my question.

9                    Can you see how this would come across  
10           that way, because it's not coincidental that this is  
11           exactly what people who received the postcard raised  
12           concerns about?

13                   MR. MUNRO: Objection, assumes facts not  
14           in evidence.

15           BY MR. FIELD:

16           Q.    You can answer.

17           A.    I didn't hear a question.

18           Q.    I asked you, can you see how this would  
19           come across that way, because it's not coincidental  
20           that this is exactly what people who received the  
21           postcard raised concerns about?

22           A.    I can see how someone could have raised  
23           that concern.

24           Q.    Okay.  
25

1                   What's the comment you wish you could take  
2                   back?

3                   A.     I don't know.

4                   Q.     Looking just at your comment there, do you  
5                   have any understanding of what the underlying issue  
6                   was here?

7                   A.     No.

8                   Q.     Generally speaking, was it common for  
9                   employees within United to exchange Teams messages  
10                  criticizing the beliefs that United employees  
11                  identified in their accommodation requests?

12                  A.     I know I've seen documents where some of  
13                  those correspondence I reviewed. It was not  
14                  something that I was aware of and was not a normal  
15                  course of business.

16                  Q.     You would agree that that would raise a  
17                  question about the reasonableness of the review that  
18                  would apply to an accommodation request if the same  
19                  people who are reviewing it are behind the scenes  
20                  criticizing the people and their beliefs, correct?

21                  A.     I think that knowing that any kind of  
22                  denial ended up going through a secondary review,  
23                  any type of termination, any type of noncompliance  
24                  went through a secondary review, which would have  
25                  been outside any of the individuals partaking in the

C E R T I F I C A T E

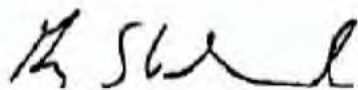
The within and foregoing deposition of the witness, WILLIAM KIRK LIMACHER, was taken before GREG S. WEILAND, CSR, RMR, CRR, at Suite 4800, 110 North Wacker Drive, in the City of Chicago, Cook County, Illinois, commencing at 3:33 o'clock p.m., on the 6th day of November, 2023.

The said witness was first duly sworn and was then examined upon oral interrogatories; the questions and answers were taken down in shorthand by the undersigned, acting as stenographer; and the within and foregoing is a true, accurate and complete record of all the questions asked of and answers made by the aforementioned witness at the time and place hereinabove referred to.

The signature of the witness was not waived and the deposition was submitted to the deponent as per copy of the attached letter.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my signature on this 13th day of



GREG S. WEILAND, CSR, RMR, CRR

License No. 084-003472

# **EXHIBIT 126**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, individually and on )  
behalf of all others similarly )  
situated, et al., )  
 )  
Plaintiffs, )  
 )  
vs. ) No. 4:21-01074-P  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

VIDEOTAPED DEPOSITION OF WILLIAM KIRK LIMACHER  
Pursuant to Rule 30(b)(6) - Volume 1  
Chicago, Illinois  
Monday, November 6th, 2023

REPORTED BY: GREG S. WEILAND, CSR, RMR, CRR  
JOB NO.: 6146533

1       these accommodations were.

2               And ultimately, we ended up -- again, this  
3       is a working document. Before we had announced  
4       anything, we ultimately put the mask infringement  
5       aligned with mask violations in the workplace in  
6       general, which included a warning before  
7       termination.

8               So in the constructs of just thinking  
9       about safety, the accommodation, and masking in the  
10      airport and onboard aircraft, all of those factors  
11      were going into this dialogue.

12              Q. Do you recall around this time also  
13      discussing a sticker program? Does that ring a  
14      bell? A sticker program on badges?

15              A. Yes, I do remember that we discussed  
16      putting something on IDs and decided that that was  
17      not a good idea, that that would have negative  
18      ramifications.

19              Q. What type of ramifications?

20              A. We already had issues, just like  
21      everywhere else in the country, with different views  
22      on vaccination and felt that while putting a sticker  
23      on a badge would help in terms of supervision of the  
24      accommodation and support, it ultimately could  
25      create conflict in an environment where we just

1 cannot have conflict, where the safety risk is too  
2 great to not be working as a team.

3 Q. And that's because it would identify  
4 somebody as somebody who has not received the COVID  
5 vaccine, correct?

6 A. A sticker -- no one else would be wearing  
7 a sticker, you know, as opposed to something like a  
8 mask, where KN95 masks were readily available by  
9 this point. You know, they started as something  
10 just healthcare professionals wore. And then there  
11 was a run on them. You were paying \$5 a mask.

12 And by this point, they were pretty  
13 standard use in the community.

14 Q. Over on the third -- third page of the  
15 document we were just looking at, this is another  
16 email from Scott Kirby, beginning with the paragraph  
17 that has the Number 4.

18 He asks, "Can we just say termination if  
19 there's mask violation instead of up to and  
20 including subject to your JCBA?"

21 And then he states, "I'm hoping the policy  
22 for group 2 sounds very serious to them. Masks at  
23 all times (including outdoors) and automatic  
24 termination for violating the policy."

25 Why would United have wanted to make sure



1 MR. MUNRO: Same objections, both asked  
2 and answered and calls for speculation.

3 THE WITNESS: It's hard to make that  
4 determination based on the facts I have  
5 available to me right now.

6 BY MR. FIELD:

7 Q. What determination?

8 A. Whether United would require vaccinations  
9 in the future.

10 Q. That wasn't my question. I didn't ask  
11 what circumstances would lead to United imposing a  
12 vaccine mandate. I didn't ask whether United will.

13 I asked, can United rule out imposing a  
14 mandate again? It's a question that is still  
15 unanswered.

16 MR. MUNRO: Same objections.

17 Go ahead.

18 THE WITNESS: Without being able to know  
19 under what threat would exist, I can't say with  
20 certainty that United would not require a  
21 vaccine in the future.

22 But it's such a broad, nebulous question  
23 that it's impossible to provide an answer with  
24 any realistic specificity.

25

1 BY MR. FIELD:

2 Q. Okay. So in the instance that United were  
3 to impose a vaccine mandate in the future, which you  
4 just said you could not rule out, can you rule out  
5 United offering unpaid leave as the accommodation  
6 from a vaccine mandate?

7 MR. MUNRO: Objection, calls for  
8 speculation.

9 THE WITNESS: You know, as we put together  
10 the RAP process, safety and job preservation  
11 were two of the main components of that, and I  
12 would expect them to be the same in the future.

13 Unpaid leave or temporary leave paid are  
14 both components of our RAP structure today.  
15 They're supported by our JCBAs. 90 percent of  
16 our employees are part of it. It's a standard  
17 operating component.

18 So I could see it being a channel, but  
19 with safety and job preservation being the two  
20 priorities.

21 BY MR. FIELD:

22 Q. And just to make sure I understand,  
23 earlier, "channel" is the same as "accommodation,"  
24 correct?

25 A. Correct.

1 RAP participant, met the minimum qualifications for  
2 the role, and the role was a lateral position or  
3 lower, that they would receive the opportunity to  
4 secure the role ahead of others.

5 Q. And was that employee guaranteed the  
6 ability to come back to his or her original role  
7 later?

8 A. I am not familiar with the return from the  
9 accommodation process. I don't think we ran into  
10 that problem, just given the growth that United was  
11 going through coming out of the pandemic.

12 But I'm not aware of what happens on the  
13 other side of an approved, reasonable accommodation  
14 to another position.

15 Q. Do you know how many pilots secured  
16 customer -- I'm sorry, non-customer-facing jobs  
17 through this alternative accommodation?

18 A. I'm sorry, how many?

19 Q. Pilots.

20 A. I do not know how many.

21 Q. Were there any?

22 A. I believe there were. And at least one,  
23 but I don't know their name.

24 Q. So at least one pilot out of the entire  
25 accommodation group was able to secure other

1           A.     Correct.

2           Q.     Likewise, United did not restrict the  
3     ability of pilots from other airlines to sit in a  
4     jump seat on United planes, correct?

5           A.     Jump seat authority is a responsibility  
6     that -- or authority that our captains have in order  
7     to determine who can sit in that jump seat. Their  
8     authority is king, so to speak. And that  
9     individual, from a standard operating procedure,  
10    would have been in wearing a mask in the cockpit.

11                We did not say that other airlines'  
12    employees -- we did not track other airline employee  
13    vaccination status. We encouraged them to be  
14    vaccinated, but we did not track their vaccination  
15    status.

16           Q.     United could have prevented or could have  
17    prohibited, during this time period, pilots from  
18    other aircraft from flying in jump seats in United  
19    planes, correct?

20           A.     I don't know if we could have, per the  
21    requirements of the collective bargaining agreement  
22    with ALPA. I don't know if we could unilaterally do  
23    that. That's not an area where I have expertise.

24           Q.     What about flight attendants? Are flight  
25    attendants generally allowed to sit in a cabin jump

1 seat?

2 A. I believe so.

3 Q. And during this time period when the  
4 vaccine mandate was in place, unvaccinated flight  
5 attendants from other airlines could still sit in  
6 that jump seat, correct?

7 A. I'm more familiar with the constructs of  
8 the pilot arrangement since I'm in flight operations  
9 now and can appreciate the nuances there.

10 I believe it works the same, but I'm not  
11 an expert in cabin jump seats.

12 Q. And the same is true for non-U.S.-based  
13 United crew. They were not required to be  
14 vaccinated, correct?

15 I think you said as much earlier.  
16 Non-U.S.-based flight crew.

17 A. Correct.

18 Q. But there are instances when they interact  
19 with U.S.-based flight crew, correct?

20 A. As we thought about the vaccine  
21 requirement, we had to consider a bunch of different  
22 factors, and one was governmental requirements.

23 And being based in a foreign domicile,  
24 where the vaccine requirement may have not been  
25 something we could implement at the time, would have

1 impacted our ability to have that apply to a crew,  
2 let's say, based in Hong Kong or in Tokyo. So ...

3 Q. You're saying the reason that there was no  
4 vaccine mandate for international United employees  
5 was because the law in their countries wouldn't  
6 allow it?

7 A. Correct.

8 Q. Across the board for every country that  
9 United employees are in outside of the States, you  
10 could not mandate --

11 A. At the time -- please finish, sorry.

12 Q. -- you could not mandate a vaccine?

13 A. At the time we had the vaccine requirement  
14 being rolled out, yes, the other -- where we have  
15 employees -- we fly to a lot of places where there  
16 are not our employees on the ground.

17 But where our employees existed, there  
18 was -- there were legal considerations that  
19 prevented us from requiring the COVID-19 vaccine.

20 Q. Well, that's a little different. I'm  
21 asking, was it prohibited to impose such a mandate  
22 in those countries?

23 MR. MUNRO: Objection, calls for a legal  
24 conclusion.

25 Go ahead.

1           THE WITNESS: Based on the information  
2           that I received, it was we could not mandate  
3           vaccination in those countries.

4           BY MR. FIELD:

5           Q. So ultimately, throughout the vaccine  
6           mandate period, nonvaccinated passengers could fly  
7           in United aircraft, correct?

8           A. Correct.

9           Q. And nonvaccinated pilots from other  
10          airlines could fly on United aircraft, correct?

11          A. With captain's discretion, yes.

12          Q. A nonvaccinated United flight -- I'm  
13          sorry, strike that.

14               Nonvaccinated flight attendants from other  
15          airlines could fly in the cabin jump seat on United  
16          aircraft, correct?

17          A. Correct.

18          Q. And nonvaccinated international United  
19          employees could continue working and interacting  
20          with U.S.-based flight crew throughout the time of  
21          the vaccine mandate, correct?

22          A. Correct. Again, we're looking at these  
23          things in very isolated pockets, as opposed to the  
24          aggregate, but ...

25          Q. Did United have any contact tracing



C E R T I F I C A T E

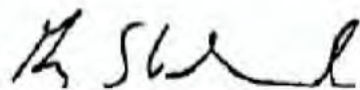
The within and foregoing deposition of the witness, WILLIAM KIRK LIMACHER, was taken before GREG S. WEILAND, CSR, RMR, CRR, at Suite 4800, 110 North Wacker Drive, in the City of Chicago, Cook County, Illinois, commencing at 9:05 o'clock a.m., on the 6th day of November, 2023.

The said witness was first duly sworn and was then examined upon oral interrogatories; the questions and answers were taken down in shorthand by the undersigned, acting as stenographer; and the within and foregoing is a true, accurate and complete record of all the questions asked of and answers made by the aforementioned witness at the time and place hereinabove referred to.

The signature of the witness was not waived and the deposition was submitted to the deponent as per copy of the attached letter.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my signature on this 13th day of



GREG S. WEILAND, CSR, RMR, CRR

License No. 084-003472



# **EXHIBIT 127**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

DAVID SAMBRANO, individually and on )  
behalf of all others similarly )  
situated, et al., )  
 )  
Plaintiffs, )  
 )  
vs. ) No. 4:21-01074-P  
 )  
UNITED AIRLINES, INC., )  
 )  
Defendant. )

VIDEOTAPED DEPOSITION OF CARLOS RIVERA TORRES  
Pursuant to Rule 30(b)(6) - Volume 2  
Chicago, Illinois  
Tuesday, November 7th, 2023

REPORTED BY: GREG S. WEILAND, CSR, RMR, CRR  
JOB NO.: 6161889

1           This doesn't say after we review the  
2           request to determine whether or not we need a  
3           third-party letter, we would then ask it, correct?

4           A.    Yeah, this was sent on August 10th, where  
5           it talks about sending an automated email, and we  
6           quickly pivoted away from the automated email.

7           Q.    Pivoted to what?

8           A.    Instead of sending an automated email,  
9           we -- we -- you know, once we received the  
10          information from the employee, after it was  
11          reviewed, we would then ask for the letter, not from  
12          a religious institution but, rather, from anyone  
13          that knew them well enough.

14          Q.    But there was a time when letters from  
15          religious institutions was actually requested,  
16          correct?

17          A.    There was a very short time early on, I  
18          would say in the beginning of the process, where we  
19          asked for a letter from a pastor or religious  
20          institution.

21                  But that lasted a very, very short time,  
22          five, seven days tops.

23          O.    But, again, nobody was told that they  
24          needed to submit these together? That all had to  
25          be -- for everyone who submitted a religious

1 accommodation request, the request for some type of  
2 additional documentation was always separate,  
3 correct?

4 A. After the employee submitted their own  
5 statement and it was reviewed, we then asked for the  
6 third-party letter from anyone that knew them well  
7 enough to attest to their beliefs.

8 O. And that would -- that was asked of anyone  
9 who submitted a religious accommodation request,  
10 correct?

11 A. That was asked of anyone who submitted a  
12 religious request.

13 O. So that's my -- that's what I don't  
14 understand.

15 What's the point of having that initial  
16 review if everyone is still going to have to submit  
17 an attestation letter?

18 MR. LINAS: Objection, mischaracterizes  
19 the testimony.

20 You can answer.

21 THE WITNESS: The process for reviewing  
22 religious requests was highly individualized.

23 So we first asked for their religious  
24 beliefs, right. After we did that review, then  
25 we would ask for the statement from someone

1           that knew them well enough.

2       BY MR. FIELD:

3           Q.   That's for everyone who submitted a  
4       request, correct? A religious accommodation  
5       request, correct?

6           A.   For everyone that submitted a religious  
7       accommodation request from getting the vaccine, that  
8       is the process we followed.

9           Q.   Okay. And if we look on the first page,  
10       there's an email from Neil Robb. It's the second  
11       email. I'll read it.

12                Here it says, "Our intent is to look at  
13       each request case by case, but generally speaking,  
14       we are looking for where the institution stands on  
15       vaccination practices."

16                What institution is Mr. Robb referring to?

17           A.   Well, Mr. Robb made that statement, right,  
18       on his email, but that is not actually what occurred  
19       in the process and the review of COVID-19 vaccine  
20       exemptions for religious purposes.

21           Q.   That wasn't my question.

22                Was there a time at which United was  
23       looking at the institution that an individual  
24       belonged to -- strike that.

25                Was there a time at which United was

1 looking to the religious institution to which an  
2 individual belonged when assessing the religious  
3 accommodation request?

4 A. No, there was not a time in the process of  
5 reviewing religious requests where we looked at an  
6 actual institution to make a determination on  
7 whether or not we were going to accommodate  
8 employees from receiving the COVID-19 vaccine for  
9 religious purposes.

10 Q. I'll come back to that.

11 All right. So let's talk about whether or  
12 not an individual could submit both a religious and  
13 a medical accommodation.

14 Was it possible to submit both?

15 A. If an individual submitted a religious  
16 accommodation -- or if the individual submitted an  
17 accommodation from COVID, we will process one at a  
18 time.

19 O. That wasn't my question.

20 I'm asking again. I will say, was it  
21 possible to submit both a religious and a medical  
22 accommodation? Just not asking about the  
23 processing.

24 This is a question: Can an employee  
25 submit both?

1           A.    An employee could have requested both in  
2           one request, but physically opening two separate  
3           cases, one for medical and one for religious, that  
4           could not be done.

5           O.    Why is that?

6           A.    The process for processing the reasonable  
7           accommodation requests, we want to -- we wanted to  
8           be able to handle, right -- once an employee submits  
9           information for our request, we look at that, and we  
10          handle that first before moving on to a subsequent  
11          request.

12          O.    But there would have been no impediment  
13          for an individual to submit both a religious and a  
14          medical accommodation request, correct?

15          A.    From our standpoint, you know, with over  
16          5,000 accommodation requests for the COVID-19  
17          vaccine alone, we needed to be able to handle one  
18          request at a time, which is why -- that's why we  
19          followed that process of handling a single request  
20          at a time.

21          O.    But if somebody submitted a request, say a  
22          medical request, and mentioned a religious request  
23          in the document, you would process both of those,  
24          correct?

25          A.    If someone requested a medical request

1     from -- that prevented them from -- you know, that  
2     they had a condition that prevented them from  
3     getting the COVID-19 vaccine, and on the same case  
4     they mentioned that they also had a religious  
5     request, we would have processed the medical request  
6     first.

7             Q. And then, potentially, let's say you  
8     ultimately denied the medical request, you would  
9     process the religious request, correct?

10            A. If the medical request was ultimately  
11     denied, we would then process the religious request.

12            Q. So there were instances in which you would  
13     process two requests for the same employee, but you  
14     nonetheless prevented them from being able to submit  
15     two separate requests, correct?

16            MR. LINAS: Objection, mischaracterizes  
17     the testimony.

18            You can answer.

19            THE WITNESS: We would eventually process  
20     both, if one case mentions the other, in your  
21     example, if the medical case also had  
22     information regarding the religious request,  
23     but we would not process both simultaneously.

24     BY MR. FIELD:

25            Q. Sure, but you could have done that if an



1 employee submitted two separate requests, correct?

2 A religious request and a medical request,  
3 you could have reviewed and processed the medical  
4 request first, which would have not been a strain  
5 your resources, correct?

6 A. I would say we could have allowed that.  
7 However, I -- I would disagree that it would not  
8 have been a strain on our resources.

9 It would have because of the fact that,  
10 again, over 5,000 requests, processing two  
11 accommodation requests for ultimately the same  
12 reason, right, to not get the vaccine, it was  
13 basically double work, right, so -- which is the  
14 reason we decided to process one first.

15 If that wasn't approved, then we would  
16 move on towards the religious request.

17 O. But it wouldn't be double work if you just  
18 take the religious request, stay it for a little  
19 bit, process the medical request, correct?

20 It's essentially the same thing you're  
21 doing if they said it in the same document?

22 A. I'm sorry, state that --

23 O. Okay.

24 A. -- scenario again.

25 O. You're saying it would have been double

1 work if people submitted medical and religious  
2 accommodation requests.

3 A. Simultaneously.

4 O. Correct. If you're only going to process  
5 the medical one first, it's not actually double  
6 work. It just means there's this religious request  
7 that's sitting in the system that will be processed  
8 if the medical request is denied, correct?

9 A. I would disagree. The way the system  
10 works, right, cases come into different queues, and  
11 certainly somebody could have been processing the  
12 medical, and that subsequent case would have been  
13 very difficult for us to figure out, oh, somebody is  
14 processing something else.

15 So it could have certainly processed two  
16 things simultaneously, again, leading to the  
17 decision of only processing one at a time.

18 O. And how was that communicated to United  
19 employees?

20 MR. LINAS: Objection, vague.

21 How it was what communicated?

22 BY MR. FIELD:

23 O. How was it communicated to the United  
24 employees that they could include a secondary  
25 request in their initial request?

1           A.    If an employee were to contact us, right,  
2           regarding, you know, the system not -- you know,  
3           preventing them from submitting a religious request,  
4           we would, right -- let's say, in the same scenario,  
5           somebody submitted a medical request and they  
6           contacted us advising, I'm trying to submit a  
7           religious request and it would prevent me, right.

8                    We would advise them the same thing. We  
9           will process your case first. We will document your  
10          case, right. In case your medical request does not  
11          get approved, we will then move towards your  
12          religious request.

13           Q.    Okay. And why did United prioritize  
14          medical accommodation requests over religious  
15          requests?

16           A.    So during that time, right, when COVID  
17          was, right, certainly much more prevalent than it is  
18          today, many healthcare providers weren't really  
19          accepting patients in unless they were critical,  
20          even less to fill out a document.

21                    Knowing that, historically, it takes  
22          longer to see a doctor even outside of COVID, we  
23          decided that it would be in the best interest of the  
24          employee if we processed the medical first, allowed  
25          ample time for them to see a doctor, to then get us

1 MR. LINAS: Objection, vague.

2 THE WITNESS: So the date varied. We had  
3 an August 31st date for employees to submit  
4 their request. But employees who were on leave  
5 status did not need to submit it -- submit  
6 those requests until they were returning from  
7 leave.

8 BY MR. FIELD:

9 O. For everyone else who wasn't on leave,  
10 August 31 was the initial deadline, correct?

11 A. August 31st was the deadline, yeah.

12 Q. And do you recall it being 5:00 p.m. on  
13 August 31st?

14 A. I couldn't tell if you it was 5:00 p.m. I  
15 know it's August 31st.

16 Q. Do you recall there being a time  
17 requirement as well?

18 A. I don't recall being a time requirement.  
19 Certainly, I do recall the August 31st.

20 Q. So you're not aware of individuals on the  
21 West Coast who had their accommodation request  
22 denied because it was -- they were not submitted by  
23 5:00 p.m. Central Time?

24 A. I am not aware of cases where the time  
25 difference was used to deny someone's request

## C E R T I F I C A T E

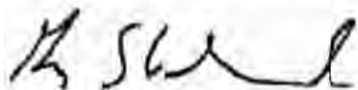
The within and foregoing deposition of the witness, CARLOS RIVERA TORRES , was taken before GREG S. WEILAND, CSR, RMR, CRR, at Suite 4800, 110 North Wacker Drive, in the City of Chicago, Cook County, Illinois, commencing at 9:01 o'clock a.m., on the 7th day of November, 2023.

The said witness was first duly sworn and was then examined upon oral interrogatories; the questions and answers were taken down in shorthand by the undersigned, acting as stenographer; and the within and foregoing is a true, accurate and complete record of all the questions asked of and answers made by the aforementioned witness at the time and place hereinabove referred to.

The signature of the witness was not waived and the deposition was submitted to the deponent as per copy of the attached letter.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my signature on this 13th day of



GREG S. WEILAND, CSR, RMR, CRR

License No. 084-003472

# **EXHIBIT 128**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

Civil Action No.: 4:21-01074-P

**DECLARATION OF MARTIN J. COTE**

I, Martin Cote, declare as follows:

1. I am 61 years old and a resident of Thornton, Colorado.
2. I have worked for United Airlines for 26 years and I am First Officer Flight Instructor for the Boeing 787 at the Flight Training Center in Denver, Colorado.
3. Prior to working for United, I was a flight instructor for America West and served in the United States Air Force/Air Force Reserves until 2002.
4. As a flight instructor, my responsibilities currently include training pilots to fly the 787, and I have served in a training role for my entire career at United. While some of my duties are performed at the Flight Training Center, much of it can (and has) been performed remotely as I help write the training curriculum.
5. I am personally opposed to receiving the COVID-19 vaccine because of my religious beliefs. Specifically, I am a devout Catholic and cannot take part of any process that involves aborted fetal cells. As United was aware, each of the COVID vaccines either contained or were tested on fetal stem cells derived from the product of an abortion.



6. Based on this sincerely held religious belief, I applied for a religious accommodation from United's vaccine mandate that was issued in August 2021. I submitted a letter from Colorado Catholic Conference along with my religious accommodation request outlining the Catholic Church's position requiring conscience rights in this area to be respected.

7. At the same time I applied for a religious accommodation, I also applied for a medical accommodation from taking the vaccine. As confirmed by my doctors, I previously experienced Guillain-Barre Syndrome and was at extreme risk for re-activating that disease if I took any of the vaccines offered at the time.

8. I received an approval of my medical accommodation request on September 14, 2021. I never heard anything further about my religious accommodation request.

9. Without engaging in the interactive process, United placed me on a "medical leave of absence" with the so-called accommodation of unpaid leave—this was later changed to a "paid medical leave" so that, unlike those with a religious accommodation, I could use my sick pay and still receive benefits once the company placed us on unpaid leave.

10. I would have been moved to "medical leave of absence" (with no benefits) once my sick pay was exhausted, but the Fifth Circuit's decision in this case prompted United to bring back the "accommodated" employees before my sick time was depleted. I lost a significant amount of pay, however, because my sick pay was less hours than my normal schedule.

11. One of the most frustrating things about United's false "accommodation" was that most of my work was done from home and could have been completed remotely.

12. United's forced leave created a significant amount of stress for myself and my family because we were facing the prospect of lost seniority/longevity with the company and even early retirement once my sick time was gone.



13. When I came back to the Flight Training Center, many co-workers were supportive of my decision not to take the vaccine. Indeed, many people with whom I spoke were angry that they had taken the vaccine and appreciated my stand.

14. I believe the damages suffered by those of us placed on unpaid leave should be repaid according to the same metrics by which United treats those it chooses to take out of service for things such as company business; a rate of 2.8 hours per day paid to the pilot. This works out to a similar amount if I were to be repaid according to my average hours worked per month, another potential formula for calculating my damages. In addition to the backpay, United should also be required to reimburse those on unpaid leave for things such as unpaid bonuses or company contributions (based on the same hours we would earn through United's choice to place us on unpaid leave) and other costs associated with being required to take care of ourselves for that time period (COBRA, 401k penalties, job searches, etc.)

I declare under penalty of perjury that the foregoing is true and correct.

11/10/2023  
Date

DocuSigned by:  
Martin Cote  
2F87264E0DC8447  
Martin J. Cote

# **EXHIBIT 129**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

Civil Action No.: 4:21-01074-P

**SUPPLEMENTAL DECLARATION OF DAVID SAMBRANO**

I, David Sambrano, declare as follows:

1. I am 50 years old and a resident of Colleyville, Texas.
2. Much of what I lost as a result of United's actions cannot be replaced. But to the extent that my missing paychecks can be restored, that is easily calculable by looking at the time I was placed on unpaid leave and applying the contractual formula for what United pays (or plans to pay) its pilots each month. To be clear, the term pay here would include things tied to income such as 401k and B-Fund contributions that United withheld while we were on unpaid leave.
3. United has followed the formula suggested here before, even in this case.
4. As the records at United indicate, each pilot is normally blocked for 2.8 hours per available day. This usually works out to 84 hours in a 30-day month or 86.8 hours in a 31-day month. Those hours are then paid at a rate that takes into account seniority, longevity, positions, aircraft, and bases—factors set forth and explained in the pilots' collective bargaining documents. While the 2.8 hours per day can be adjusted for things like vacation, it serves as the baseline if no

other changes are made. That is why—as United records during our period of unpaid leave show—each pilot was scheduled for 2.8 hours per day and then just paid \$0 for not working.

5. This was the same formula the company used to pay pilots during the portion of November 2021 when United prevented pilots from flying but was not allowed, under the Court’s temporary restraining order, to have anyone on unpaid leave (and was used for the balance of March when we were recalled). Because we had not already bid for November (due to the forced leave from the company), United calculated what the pilots *should* be getting paid if they had bid and were being taken off trips with paid leave. The company followed a paid leave formula, paying the pilots just as if we were all on “company business”—a type of contractual arrangement whereby pilots are paid 2.8 hours per day just as I have described above. In my personal case, I happened to have a week of vacation already scheduled during that month—accrued in 2020 and awarded in March 2021 at the same time every pilot bid their annual vacation for the following twelve months. That accrued vacation, however, does not alter the regular calculation for remaining available days that would be credited at 2.8 hours per day.

6. Alternatively, the company could simply use an average pay metric to fairly compensate those placed on unpaid leave, including pilots and flight attendants. Taking average hours over the past year and then applying that average to the time on unpaid leave would be representative of the pay that would have otherwise been received. This would be a fair method of calculation since a 12-month period automatically takes into account things such as seasonal decisions to fly more or less hours.


7. I am confident that using either of these pay formulas for the time we were out would account fairly—on a class wide basis—for the compensation that we lost. Pilots are not concerned with the destinations to which they fly, only the hours credit they receive. And those

numbers are fairly stable when averaged over a longer period of time. Averages over a year—especially if controlled for any anomalous months that were especially high or low—would account for any variability in our scheduling and closely approximate the amount of money United withheld from us.

8. In addition to the backpay, I also believe those placed on unpaid leave should be compensated for things such as COBRA expenses, 401k early withdrawal penalties, 401k matching and B-Fund contributions, lost vacation accrual, or missed bonuses (based on the loss of hours just described and using the calculations for bonuses that United actually paid). I am satisfied that type of formula would account for my damages (in addition to whatever class-wide penalty was deemed appropriate by a jury).

I declare under penalty of perjury that the foregoing is true and correct.

11/10/2023  
Date

DocuSigned by:  
  
0015E0AD172D495...  
David Sambrano

# **EXHIBIT 130**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

Civil Action No.: 4:21-01074-P

**DECLARATION OF JOHN SCHUTTLOFFEL**

I, John Schuttloffel, declare as follows:

1. I am 56 years old and a resident of Cannon Falls, Minnesota.
2. I have worked for United Airlines for 18 years and I am a Captain on the Boeing 737 for the past two years based out of Denver, Colorado.
3. Prior to that, I was a First Officer on the Boeing 787 for United. I was part of the two-ship crew that flew the first COVID-19 vaccines to Australia.
4. I bid from the 787 to the 737 in June of 2021 to avoid international flying that might require taking a COVID-19 vaccine, and my last trip on the 787 was on July 27, 2021.
5. I am personally opposed to receiving the COVID-19 vaccine because of my religious beliefs. Specifically, I was born and raised as a devout Catholic and consider myself a Christian today. As such, I cannot personally receive anything that involves the use of aborted fetal cells at any point in the process. But as United was aware, each of the COVID vaccines either contained or were tested on fetal stem cells derived from the product of an abortion.

6. Additionally, as confirmed by a United doctor at the company's healthcare clinic in Newark, NJ, taking the COVID-19 vaccine would have been detrimental to my health. After having COVID in July of 2020, I had my antibodies tested in July of 2021 at the United clinic (just a few weeks prior to United's mandate being issued). The doctor told me I had a very high antibody count. She remarked about the longevity of my antibodies and said: "Do not get vaccinated. You will get very sick from the vaccine." The doctor further explained that my high antibody count was superior to the vaccine and would fight any infection as long as the antibodies remained. I asked for a copy of my results, and she e-mailed the results to me (which I would have provided United if allowed to continue working without taking the vaccine).

7. Ironically, as I was driving to the airport on August 6, 2021 to fly to Denver to start my 737 training, my sister called asking if I had seen the message from United CEO Scott Kirby mandating the vaccine. Her husband—my brother-in-law—works in maintenance management in Houston, and had called her with the news. I logged in to the new Crew Communications System (CCS) only to be disappointed by Scott Kirby's message to all employees. I called my wife to tell her the news and that I may as well turn around and come home. My wife encouraged me to go to training, reminding me of God's love and caring protection for us.

8. Arriving at the United Airlines Training center at 1300 for my welcome class to start my 30 plus days of training, I kept to my thoughts about the mandate to myself. Daily, I pushed forward not knowing if I would have a job at the end of training. I was asked several times throughout the training: "Are you safe?" My reply was, "Yes, I'm safe." I am a pilot—safety is my number one concern. It became apparent later, though, that "safe" meant vaccinated (vaccine-induced antibodies) rather than possessing natural antibodies. The unvaccinated were treated as outcasts. This seemed especially ironic given what the United doctor had just told me.



9. Based on my medical status and the United Airlines doctor's advice, I first applied for a medical accommodation from United's vaccine mandate.

10. After initially being approved, I discovered a few days later that the request had been changed to a denial. I reached out via Help Hub and was told there was no reason I could not get the vaccine. HR said it did not matter that the United Airlines doctor advised against it and told me that I needed to get vaccinated to retain my employment.

11. Based on my sincerely held religious belief, I also applied for a religious accommodation from the mandate.

12. Curiously, my religious request was deleted from the system. Again, I reached out via Help Hub requesting that the RAP be reinstated. I was then asked for an outside letter verifying my religious convictions which I forwarded to Kate Gebo. After which, I was given a religious RAP.

13. On September 9, 2021, I passed my training but was told that my subsequent line training operating experience (OE) would be "a little delayed" because the company was short on check airmen. After waiting approximately two weeks, I called training scheduling to inquire as to whether they had secured a training captain for me. The scheduler said: "Your records show you're not vaccinated." Appalled that a company employee outside of the medical department was privy to my medical information, I said that is correct and that I was not planning on getting vaccinated. The scheduler told me they could not assign training unless I was vaccinated and to reach out to my chief pilot.

14. I called my chief pilot—Rob Biddle—that afternoon. Rob told me: "Just go get the shot!" When I told him I was not willing to violate my faith and do that, Rob told me there was nothing he could do for me. I responded that I would seek legal action against the company. Rob

responded that he expected I would and that he hoped I would win—there was just nothing he could do to help. He further noted: “I wasn’t interested in getting the vaccine either but it’s coming down from corporate.”

15. Without engaging in the interactive process, United placed me on an unpaid and indefinite leave of absence. Like other employees who sought reasonable accommodations, I was not afforded options such as masking and/or testing.

16. As all of this was transpiring, my family was dealing with a serious health issue regarding our youngest son, Cooper. He had a cardiac issue where his chest was pushing against his heart. Surgery was the only option and had been scheduled since long before the mandate and forced unpaid leave. The process leading up to Cooper’s surgery was long and in-depth, including over a year’s worth of tests, scans, and second opinions before he was finally cleared for the surgery.

17. Eight days before Cooper’s surgery I was advised of my unreasonable accommodation from United Airlines. I lost my income, medical insurance, travel benefits, and access to my retirement funds. Also, due to United’s “non-compete” policy, I was prohibited from taking a flying position with a competitor without fear of retaliation. My family was left with no way to pay our bills other than our savings account and we had a major surgery scheduled that would far exceed our savings. We thankfully discovered we could pay COBRA insurance rates for one month to get Cooper through the surgery at a cost of approximately \$3600. Although it was not ideal—as we were already concerned about our finances—we were forced to pay for that insurance coverage out-of-pocket. Unfortunately, due to the extreme cost of COBRA, for the remainder of my unpaid leave, my family went without any health coverage.

18. To help our family survive, I sold two vehicles and many other assets to pay our bills. Our small Minnesota farm was a state-registered Maple Syrup producer, but I had to sell all that equipment to pay our bills. Indeed, at the time of my recall, I was preparing to sell the entire farm.

19. United's forced unpaid leave also created significant stress for me and my family. Coupled with Cooper's medical condition and the ongoing pandemic, anxiety and concern were normal at my home.

20. When United announced it was returning the RAP pilots to work at the end of March 2022, I soon realized that would not be the case for me. Because my unpaid leave began before I completed my OE, United had made the decision to force me to do a "full course" of training again—including all training events I had already completed. Even worse, United set my training for May 2022, approximately six weeks after everyone else was recalled. I called Training Scheduling and asked if this was a mistake, explaining that I was already qualified and just needed a refresher in the simulator and the OE. I was told it was not a mistake and that I would be going through the full course again. I expressed my concern that training has jeopardy events throughout (that can threaten your ability to fly if you have to go through the training again) and that in the eyes of the FAA I was a qualified 737 captain. United informed me that I had no other choice but to go through a full course of training even though it was not FAA-required.

21. After my second complete training course, and on my second trip back after returning from unpaid leave, I was informed that Scott Kirby and his wife were on my flight to Chicago. Mr. Kirby came on the flight deck expressing what a great job we were doing as a company. He quickly sensed I was not interested in him or his comments, though.

22. After making small talk with the other two First Officers on board the aircraft, he asked how long I had been with the company. I turned around in my seat and said: “Do you want me to include the 8 months you just put me on the street?” Mr. Kirby said, “I could tell something was up...you didn’t get vax’d?” I said: “No, I didn’t and I would love to talk to you about it some time.” He said: “Let’s talk.”

23. I said, “Scott you’re a father and I’m a father—and this father has been flying United’s passengers around the world for over 21 years. In all those years I have never scratched an airplane nor have I ever hurt a passenger. Then, eight days before my youngest son was having his chest opened for a major surgery, you took everything from me. You took my insurance, my ability to earn a living at United, my ability to work for a competitor, all my benefits, and my ability to even use my retirement. I am angry at you and I’m angry at United. I will never trust you again and I’m not sure I will ever trust United Airlines again!”

24. Mr. Kirby asked how my son was doing and I told him that Cooper was recovering well. He then said, “John, you know we did it for safety.”

25. I looked Mr. Kirby in the eyes and said, “Scott you can’t say that. I was perfectly healthy to fly freight and vaccines all over the world just a few months prior but then all of a sudden, I somehow wasn’t.” I told Mr. Kirby that I watched the Senate hearing on the airline industry, and I watched Senator Cruz aggressively question how Mr. Kirby treated United employees. I also said that I watched Mr. Kirby’s counterparts from the other airlines as they distanced themselves from him. I said, “Scott you gambled on the other airlines jumping on board with you, and they didn’t.”

26. After the flight, Mr. Kirby apologized that things turned out the way they did. I told him: “Scott, although my story is unique, you didn’t do this to just my family. You did this

to over 2000 families at United Airlines who relied on you as their CEO to make the right choice and do the right thing—and you did not. Scott, these families need to hear from you too.” He replied, “I know and hopefully soon I will.” We have yet to hear further from Mr. Kirby on the issue.

27. To be sure, much of what I lost during the mandate imposed by United cannot be replaced. To the extent that the company robbed me of my paycheck, however, that is easily calculable by looking at the time I was placed on unpaid leave and applying the contractual formula for what United pays (or plans to pay) its pilots each month. This is precisely what United has always done before, and did in this case as well.

28. As the records at United indicate, each pilot is normally blocked for 84:00 hours a month—2.8 hours per day in a 30-day month (which works out to 86:48 hours in a 31-day month). While the 2.8 hours per day can be adjusted for things like vacation, it serves as the baseline if no other changes are made. That is why—as United records during our period of unpaid leave show—each pilot was scheduled for 2.8 hours per day and then just paid \$0 for not working.

29. Evidence for this method of calculating our lost wages can be seen in how we were paid during the portion of November 2021 when United prevented pilots from flying but was not allowed, under the Court’s temporary restraining order, to put us on unpaid leave. The company followed a paid leave formula, crediting the pilots 2.8 hours per day, just as if we were all on “company business”—a type of contractual arrangement whereby pilots are paid for the credited 2.8 hours per day just as I have described above. Likewise, when recalled in March of 2022, pilots were again credited 2.8 hours per day for every day they were available in March after the recall date. In this case, they were again paid that 2.8 hours per day credit.

30. Alternatively, the company could simply use some sort of average pay to fairly compensate those placed on unpaid leave. Taking my monthly average income (or hours) over the past year (or some formula that looked at a year but did not factor into the average the high or low months) and then applying that average to the time I was on unpaid leave would be representative of the pay I would have otherwise received.

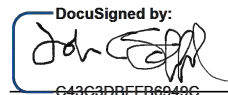
31. As a putative member of the class here, I am confident that using either of these pay formulas for the time we were out would account fairly for the compensation that we lost. While pilots may have different flight schedules, they are rarely concerned with the destinations to which they fly. The bottom line for pilots is the total numbers of hours flown, and those numbers are stable when averaged over a longer period of time. Averages over a year—especially if controlled for any anomalous months that were especially high or low—would account for any variability in our scheduling and closely approximate the amount of money United withheld from us.

32. In addition to the backpay, I also believe those placed on unpaid leave should be compensated for things such as COBRA expenses, 401k early withdrawal penalties, vacation accrual, or missed bonuses (based on the contractual hours just described). I would be satisfied as a class member with that type of formula to account for my damages (in addition to whatever class-wide penalty was deemed appropriate by a jury).

I declare under penalty of perjury that the foregoing is true and correct.

11/10/2023

Date

DocuSigned by:  


C43C3DBFFB6949C...  
John Schuttloffel

# **EXHIBIT 131**



[REDACTED]

[REDACTED]

[REDACTED]

**Re: Failure to adhere to N95/KN95 mask compliance - Termination Warning**

Dear [REDACTED]

An investigatory meeting was held on 01/14/2022. The purpose of the meeting was to discuss your failure to adhere to wearing a N95/KN95 mask. Specifically, you were witnessed not properly wearing the required N95/KN95 mask on January 13<sup>th</sup> 2022 in the T1 ready room. You were not eating or drinking at the time, in fact you were watching a movie on your phone. In addition to you and I, Shift Manager Dominic Schlump and Union representative Leonard Torres, also attended the meeting.

The Company's investigation revealed the following facts: Pursuant to your reasonable accommodation, you are required wear a N95/KN95 mask while working and to upload your COVID-19 testing and result two times in a rolling seven-day period. On November 12, 2021, you did not properly wear the prescribed mask while at work as witnessed by Supervisor Kevin Fails. On January 13, 2022 you also were not properly wearing the prescribed N95/KN95 mask while you were observed in the T1 ready room. On that date you had a KN95 mask dangling from one ear while watching a movie on your phone.

Over the past year and a half, the Company had a mask mandate in place in our facility and there was never an issue with your compliance. During the time the mask mandate has been in place, you followed Company policy by wearing a mask when required and maintained good standing in your position. I would prefer to regain this cooperation and compliance with policies outlined by your reasonable accommodation.

Your failure to wear the prescribed mask is a direct violation of your accommodation.

Your conduct violated the Safety Policy of United's Working Together Guidelines, which provides:

**Safety Policy**

- We want to make sure that we create and maintain a positive safety culture at United, a culture where everyone takes health and safety seriously and makes them a priority. To do that, we all need to:
  - Understand and follow company safety rules, regulations, policies and procedures
  - Be careful, and protect yourself and your fellow employees from injury — wherever you are, whether you're on the job or not

This letter serves as a formal notification that, effective the date of this letter, you are being placed on a Termination Warning step of discipline in the disciplinary process due to the severity of your actions and behavior. This Termination Warning will remain in effect for eighteen (18) months of active service.

[REDACTED]



I encourage you to take immediate actions in adhering to your accommodation as well as all Working Together Guidelines and policies. Any additional failure to comply with your accommodation or other United policies may result in further discipline, up to and including proposed termination.

I trust that you have learned from this experience and that further corrective actions will not be necessary.

If these performance issues or other personal matters are affecting you, contact United Airlines' Employee Assistance Program (EAP) for confidential support and resources.

Call your regional EAP Manager directly toll-free at **844 327-9990**

Hours: M-F, 8:30 am — 5:30 pm local

EAP Manager on call 24/7 for emergency services

Sincerely,

\_\_\_\_\_  
Date

Dominic Schlump  
DENMM Aircraft Maintenance  
Shift Manager

By signing below, I acknowledge this meeting took place with the above supervisor.

\_\_\_\_\_  
Date

Employee's Signature

CC: Department Management  
Human Resources  
Labor Relations  
IBT  
P-File (U124375)

**APP.867**

# **EXHIBIT 132**

**From:** Manikis, Cheryl [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7E264D75455745069C07E63F81F18313-U348650]  
**Sent:** 8/31/2021 11:27:50 AM  
**To:** Baylis, Pat  
**CC:** Manikis, Cheryl [cheryl.manikis@united.com]  
**Subject:** RE: Future Vaccine Options

Hi Pat,

I found this good article from NIH that can help address concerns about COVID-19 vaccines and fetal cell lines:

"The University of Oxford/AstraZeneca vaccine ChAdOX1 nCoV-19 is developed in the HEK 293 cell line and the Janssen/Johnson & Johnson vaccine Adenovirus 26 vaccine Ad26.COV2.S is developed in the PER C6 cell line; however, the final products do not contain fetal cells. The mRNA vaccines are *not* manufactured in cell lines, although testing of mRNA vaccines reportedly uses cell lines."

Helping patients with ethical concerns about COVID-19 vaccines in light of fetal cell lines used in some COVID-19 vaccines (nih.gov)

Here is an article that describes the history:

Three of these vaccines, M-M-R-II (March 2010), VARIVAX (March 2015), and HAVRIX (October 2016) utilize cell lines WI-38 or MRC-5 that were derived from fetal tissues (March 2010) harvested from elective abortions in the 1960s to generate the attenuated viruses used in these immunizations for rubella (M-M-R-II), varicella (VARIVAX), or hepatitis A (HAVRIX). The efficacy of these vaccines has been clearly demonstrated.

Use of Aborted Fetal Tissue in Vaccines and Medical Research Obscures the Value of All Human Life (nih.gov)

Cheryl

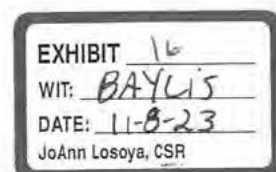
**From:** Baylis, Pat <Pat.Baylis@united.com>  
**Sent:** Tuesday, August 31, 2021 10:53 AM  
**To:** Manikis, Cheryl <cheryl.manikis@united.com>  
**Subject:** FW: Future Vaccine Options

Cheryl- Can you look into this? Neil is saying that there is something on the FDA website about using fetal lines in the testing of the vaccine. Sasha and I would like to know where that is stated. Thanks.

**From:** Robb, Neil <neil.robb@united.com>  
**Sent:** Wednesday, August 18, 2021 11:47 AM  
**To:** Baylis, Pat <Pat.Baylis@united.com>  
**Subject:** RE: Future Vaccine Options

On the FDA website it references Pfizer and Moderna using fetal cell lines in the testing of the drug over the summer. J&J used them during testing and production. Did I read that wrong?

**From:** Baylis, Pat <Pat.Baylis@united.com>  
**Sent:** Wednesday, August 18, 2021 10:30 AM  
**To:** Robb, Neil <neil.robb@united.com>



Cc: Vincenz, Joan <[joan.vincenz@united.com](mailto:joan.vincenz@united.com)>

Subject: Re: Future Vaccine Options

Hi Neil,

Do we have scientific proof that they use fetal cell lines? I would like to see it. I have known it to be otherwise. Thanks.

I know of no other approvals pending.

Pat

Sent from my iPhone

On Aug 18, 2021, at 9:45 AM, Robb, Neil <[neil.robb@united.com](mailto:neil.robb@united.com)> wrote:

Hello Vaccine Team,

Quick question. Are we aware of any other vaccines the FDA will approve for EUA purposes? AZ?

Reason for my question is I am looking for options when presenting decisions for the religious RAP requests. IF another vaccine were to enter the market that did not use fetal cell lines in their testing or production, it could open up a lot of options for us.

**Neil Robb**

Director, ESC/PSC

United Airlines | Corporate Support Center WHQHR  
233 South Wacker Drive, 25<sup>th</sup> Floor  
Chicago, IL 60606  
872.825.1907 – Office  
[www.united.com](http://www.united.com)

<image001.png>

# **EXHIBIT 133**





Kirk Limacher  
VP – HR Services  
Human Resources

United Team member -

As an employee on a leave of absence, we wanted to be sure you were aware of the most recent announcement regarding United's COVID-19 vaccine policy. All active U.S.-based employees, including those based in Guam and Puerto Rico, are required to be vaccinated and upload their vaccination card to Flying Together by September 27, 2021.

As an employee on a leave of absence, if you return to active status prior to September 27, 2021, you will need to be vaccinated by that date. **If you return after September 27, 2021, you will be required to upload proof of vaccination prior to returning to active status.**

The enclosed joint letter from Scott Kirby and Brett Hart details United's commitment to the vaccine requirement. Highlights from the FAQ are also enclosed. More details are contained in the full FAQ which can be found on Flying Together: Flying Together>Coronavirus: Latest Updates>Full list of frequently asked questions. These FAQs are updated frequently.

To upload your COVID information, have a picture of your vaccine card ready and click the Upload your COVID-19 record button on the front page of Flying Together. You can also access it via Flying Together>Employee Services>My Info>Covid Vaccinations. Once on that page, follow the instructions to upload your records. If you received a two dose vaccine, please be sure to upload a record for each dose.

If you have any additional questions, please submit an inquiry via Flying Together>Help Hub>search for "Covid-19 vaccine inquiry."

Best wishes for a safe and healthy fall.



### **FAQ highlights**

More details are contained in the full FAQ which can be found on [Flying Together: Flying Together>Coronavirus: Latest Updates>Full list of frequently asked questions](#). These FAQs are updated frequently.

### **Who is required to be vaccinated against COVID-19 at United?**

All U.S.-based employees, including those based in Guam and Puerto Rico, are required to get vaccinated and demonstrate proof of vaccination by September 27, 2021. Active employees must submit their RAP requests by August 31, 2021.

The only exceptions to this policy will be employees who seek and are granted a medical or religious accommodation (RAP) or work in a state where demonstrating proof of vaccination is prohibited by law.

This policy applies to:

- All frontline U.S. employees
- All M&A U.S. employees, including M&A employees with hybrid and remote work schedules

This policy does not apply to:

- International employees (at this time).

We will continue to review the applicability of this policy to our international employees based on local regulations and vaccine availability.

### **What if I am seeking an Accommodation for medical or religious reasons?**

United's Reasonable Accommodation Process (RAP) will be made available to those who are seeking an accommodation for medical or religious reasons. You can find more information or submit a request for accommodation on [Help Hub](#). Active employees must submit their RAP requests by Aug. 31, 2021.

For a medical accommodation, you will be asked to provide supporting documentation from your doctor; for a religious accommodation, you may be asked to provide a letter from a third party who is familiar with your religious beliefs.

### **What is the deadline to submit a RAP for the COVID-19 Vaccination requirement?**

Active employees must submit their RAP request by August 31, 2021, which will allow sufficient time for processing ahead of the requirement due date.

If you are an employee on leave (other than VSL) and believe you need reasonable accommodation, you should begin your RAP request a month ahead of your anticipated return date.

# **EXHIBIT 134**



**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

No.: 4:21-cv-01074-P

**DECLARATION OF GENE SCHAEER IN SUPPORT OF MOTION FOR  
CERTIFICATION AND FOR APPOINTMENT AS CLASS COUNSEL**

I, Gene Schaerr, declare under penalty of perjury that the following is true and accurate to the best of my knowledge:

1. I am the Founding Partner of Schaerr | Jaffe LLP, one of the law firms representing Plaintiffs throughout this litigation. I am submitting this declaration in support of Plaintiffs' motion for class certification.

2. This declaration addresses the relevant experience of lawyers from Schaerr | Jaffe, and it also details the significant time and efforts Schaerr | Jaffe lawyers have devoted to this case. Upon certification, this team of lawyers will continue devoting this same detailed attention to this litigation.

***Relevant Experience***

3. Schaerr | Jaffe is a Washington, D.C. litigation boutique with lawyers who have extensive experience litigating complex cases in federal court, including class actions. Schaerr | Jaffe lawyers regularly represent clients in district courts, appellate courts, and the Supreme Court.

4. For instance, Schaerr | Jaffe lawyers have represented clients in several cases involving claims similar to those Plaintiffs bring here. Schaerr | Jaffe lawyers represented a class of employees in the Eastern District of Tennessee where those employees challenged an employer's decision to accommodate them by placing them on indefinite, unpaid leave. *See Bilyeu v. UT-Battelle, LLC*, No. 3:21-cv-00352 (E.D. Tenn.). Schaerr | Jaffe lawyers also represented plaintiffs in class actions challenging the Federal Government's COVID-19 vaccine mandates. *See Schneider v. Austin*, No. 3:22-cv-0293 (JVB) (S.D. Tex.); *Spence v. Austin*, No. 4:22-cv-0453-O (N.D. Tex.). And Schaerr | Jaffe lawyers represented the State of Oklahoma in other cases involving mandates related to the COVID-19 pandemic. *See, e.g., Oklahoma v. Biden*, No. 5:21-cv-1069 (W.D. Okla.); *Oklahoma v. Biden*, No. 5:21-cv-1136 (W.D. Okla.).

5. Additionally, I have represented clients in various other class actions. For instance, I am currently lead counsel representing the intervenor defendants in a class action against the U.S. Department of Education in the District of Oregon. *See Hunter v. U.S. Dep't of Educ.*, (D. Ore.). I also routinely represent parties before federal appellate courts in class actions. *See, e.g., Messner v. Northshore Univ. Health Sys.*, 669 F.3d 802 (7th Cir. 2012); *Diaz-Ramos v. Hyundai Motor Co.*, 501 F.3d 12 (1st Cir. 2007); *Kerpen v. Metro. Wash. Airports Auth.*, 907 F.3d 152 (4th Cir. 2018); *Ackerson v. Bean Dredging LLC*, 589 F.3d 196 (5th Cir. 2009); *Republic of Ecuador v. Mackay*, 742 F.3d 860 (9th Cir. 2014).

6. Another Schaerr | Jaffe partner, Brian Field, was lead counsel defending the United States in a class action brought under the Little Tucker Act challenging PACER fees and the manner in which the Administrative Office of the U.S. Courts used those fees. *See Nat'l Veterans Legal Servs. Program v. United States*, No. 16-cv-0745 (PLF) (D.D.C.). Brian Field has also represented public companies in several shareholder class actions.

7. Additionally, we regularly consult with another firm partner, Don Falk, who has extensive experience litigating class actions in federal district and appellate courts. Through his work, Mr. Falk has represented clients in landmark cases on the scope of class certification, and he has also represented parties in employment class actions.

8. Additionally, beyond class actions, Schaerr | Jaffe lawyers routinely represent clients across the country in cases involving religious liberty and Title VII claims.

9. For further details, I have attached profiles for each Schaerr | Jaffe lawyer who has appeared in this case.

***Activities Related To This Case***

10. Since filing this case, lawyers from Schaerr | Jaffe have expended significant time and effort advancing the claims of plaintiffs and similarly situated employees of United Airlines. Our lawyers were intimately involved in drafting the complaint and the motion for a temporary injunction and for a preliminary injunction. Additionally, Schaerr | Jaffe lawyers devoted significant time to preparing witnesses and presenting evidence at the evidentiary hearing the Court conducted. And Schaerr | Jaffe lawyers have participated in every hearing and status conference since.

11. Additionally, lawyers from Schaerr | Jaffe have participated in each mediation in this case.

12. On appeal, Schaerr | Jaffe lawyers represented Plaintiffs before the Fifth Circuit Court of Appeals.

13. Upon remand, Schaerr | Jaffe lawyers led the significant discovery efforts in this case for most of 2023, coordinating extensive document collection and production, reviewing

United's voluminous document production, and taking and defending depositions of parties and non-parties.

14. Additionally, Schaerr | Jaffe lawyers have devoted extensive time to briefing various matters before this Court. Most recently, Schaerr | Jaffe lawyers have devoted many hours to composing the motion for class certification.

15. I am unaware of any conflicts that would prevent Schaerr | Jaffe from continuing to provide excellent representation in this matter. Schaerr | Jaffe has committed significant staff to this case, and it will continue doing so until the matter is resolved.

16. Additionally, while we fully intend, at the conclusion of this litigation if successful, to seek recoupment of our reasonable attorneys' fees and costs, we have budgeted for and remain confident in the availability of funds to provide full financial responsibility for this action. This includes coordinating and processing class notices for this case.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.



January 12, 2024

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Gene C. Schaerr

---

Date

# **EXHIBIT A**

## Gene Schaerr

Gene Schaerr specializes in handling civil appeals, writ proceedings and similar matters, both in appellate courts and in the kind of law-focused proceedings at the trial-court or agency level that often determine success or failure on appeal. He has argued and won dozens of cases in a variety of forums—including the U.S. Supreme Court (where he has argued seven cases), every federal circuit, and numerous federal district courts and state appellate courts. His win rate in the dozens of federal appeals he has argued in the past several years is over 75 percent.

He was a coordinator of Sidley Austin's appellate practice from 1993 until 2005, and from 2005 until 2014 was the chair of the nationwide Supreme Court and appellate practice at Winston & Strawn—a practice he led to numerous recognitions in such publications as the Appellate Hot List. His personal practice successes have won him repeated recognition in such publications as Best Lawyers in Washington, D.C., Legal 500, D.C. Superlawyers, and Best Lawyers in America. In January 2014, Mr. Schaerr formed his own boutique litigation firm so that he could serve his clients without the conflicts and inefficiencies inherent in big-firm law practice.

Substantively, Mr. Schaerr's experience includes virtually every area of federal law, including every area of constitutional law, as well as antitrust, defamation, higher education law, immigration, insurance coverage, labor and employment, patent and trademark, privacy, product liability, warranty, tax, and general statutory interpretation. He has represented clients in virtually every sector, including automotive, communications, energy, financial services, health care, higher education (including religious higher education), insurance, maritime, pharmaceuticals, technology and state and local government. He also teaches courses in Supreme Court litigation, religious freedom litigation, constitutional law, and advanced litigation skills as an adjunct professor at the Brigham Young University law school.

Mr. Schaerr began law practice in 1987 following clerkships on the U.S. Supreme Court (for Chief Justice Warren Burger and Justice Antonin Scalia) and on the U.S. Court of Appeals for the D.C. Circuit (for then- Judge Kenneth Starr). He graduated in 1985 from the Yale Law School, where he was Editor-in-Chief of the Yale Journal on Regulation and Senior Editor of the Yale Law Journal. From 1991 to 1993, he served in the White House as Associate Counsel to the President, where he had responsibility for a wide range of constitutional and administrative-law issues, including those involving economic regulation, higher education, separation of powers, federalism and religious freedom.

### Education

- Yale Law School (J.D.)
- Yale University (M.A. and M.Phil in Economics)
- Brigham Young University (B.S. in Economics)

### Clerkships

- U.S. Supreme Court, Chief Justice Warren Burger
- U.S. Supreme Court, Justice Antonin Scalia
- D.C. Circuit, Judge Kenneth W. Starr

### Admissions

- U.S. Supreme Court
- All federal circuit courts
- District of Columbia – local and federal district courts

## Mark R. Paoletta

Mark Paoletta represents clients in connection with government investigations, with an emphasis on congressional investigations and hearings. He also counsels clients on how to successfully navigate legislative and regulatory issues before the government. Mr. Paoletta served in senior positions in the Legislative and Executive Branches for more than eighteen years, and he brings that experience to effectively help his clients.

In private practice, Mr. Paoletta has successfully represented many Fortune 500 companies in congressional investigations, including companies in the following areas: pharmaceutical and healthcare; telecommunications and media; privacy and technology; hedge funds and banking; energy; defense contracting and services; and education. He has represented government officials in high-profile inquiries, including a Governor, a Mayor, and a senior White House official.

Mr. Paoletta served for a decade as Chief Counsel for Oversight and Investigations for the Committee on Energy and Commerce in the U.S. House of Representatives. During his tenure, Mr. Paoletta managed nearly 200 investigative hearings, many of which involved high-profile issues and investigating some of the largest U.S. corporations. Many of those investigations led to substantial revisions to federal law, regulations and public awareness on significant issues of the day.

Mr. Paoletta most recently served as General Counsel for the Office of Management & Budget in the Executive Office of the President during the Trump Administration. As General Counsel to what many consider the most powerful agency in Washington, D.C., Mr. Paoletta worked daily with agencies across the federal government to ensure programs were implemented consistent with the President's policies. Mr. Paoletta also worked closely with the other component offices within OMB, such as the Office of Information and Regulatory Affairs (OIRA), which reviews and signs off on every regulation issued by federal agencies. Mr. Paoletta also served as Counsel to Vice President Pence during the first year of the Trump Administration.

During his time in the Trump Administration, Mr. Paoletta helped prepare many nominees for confirmation hearings, including Cabinet nominees, several Court of Appeals nominees, and two Supreme Court nominees.

Mr. Paoletta also served in the White House as Assistant Counsel to President George H.W. Bush. In that position, he played a key role in the successful confirmation effort of United States Supreme Court Justice Clarence Thomas.

### Education

- Georgetown University Law Center (J.D.)
- Duquesne University (B.A.)

### Admissions

- District of Columbia
- U.S. Supreme Court

## Brian Field

Brian Field is a Partner with significant experience litigating cases spanning an array of subject areas in trial and appellate courts. Brian has handled class actions, contract disputes, tort claims, constitutional claims, and cases involving the interpretation of federal statutes and regulations. Through that work, Brian has developed an expertise representing clients throughout the discovery process, motions practice, and at trial. Brian has also briefed and argued many cases in appellate courts.

Before joining Schaerr Jaffe, Brian served as an Assistant United States Attorney in the U.S. Attorney's Office for the District of Columbia. In that role, Brian represented the United States in all stages of civil litigation, with an emphasis on defending the United States against employment discrimination, FOIA, Federal Tort Claims Act, Administrative Procedure Act, immigration, and Bivens claims. Brian handled multiple jury and bench trials and argued several cases before the U.S. Court of Appeals for the D.C. Circuit. Brian also received numerous merit-based awards for exceptional achievement.

Before serving as an Assistant United States Attorney, Brian was an Associate at Bancroft PLLC, where his work included representing publicly traded companies against False Claims Act allegations and shareholder class actions, and representing state political parties in regulatory challenges. Brian also participated in representing clients before state and federal appellate courts, including briefing several cases before the U.S. Supreme Court. Brian also assisted the firm's corporate governance work, advising clients on statutory and regulatory matters, participating in due diligence for potential acquisitions, and counseling clients through internal and federal investigations.

Earlier in his career, Brian served as a political appointee at the Department of Defense during the George W. Bush administration. Brian is a graduate of Case Western Reserve University School of Law and Messiah College.

Brian has also published scholarly works in the *University of Pennsylvania Journal of International Economic Law*, the *University of Iowa Journal of International Law and Contemporary Problems*, and for the Federalist Society for Law and Public Policy Studies.

### Education

- Case Western Reserve University School of Law
- Messiah College

### Admissions

- District of Columbia
- Illinois (inactive)
- U.S. Supreme Court
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the District of Columbia



## Cristina M. Squiers

Cristina Martinez Squiers has significant experience litigating high-stakes disputes at the trial and appellate levels in both state and federal courts. She has handled class actions, labor & employment investigations and lawsuits, FTC investigations, False Claims Act cases, contract disputes, personal injury and tort claims, and constitutional claims. Ms. Squiers has represented clients in numerous sectors, including telecommunications, automotive, food & beverage, financial services, and state & local governments.

Ms. Squiers began her legal career in the litigation department of Gibson, Dunn & Crutcher's Dallas office. She then served as a law clerk to Judge Don R. Willett of the United States Court of Appeals for the Fifth Circuit.

Ms. Squiers graduated from Princeton University and was a recipient of the University's ReachOut Fellowship, which is awarded to two seniors to complete a year-long entrepreneurial service project after graduation. During her fellowship year, Ms. Squiers worked at the nation's largest adoption agency and started a mentoring program for youth leaving foster care. She received her J.D. from Southern Methodist University Dedman School of Law where she served as Editor-in-Chief of the SMU Law Review and interned for Catharina Haynes of the United States Court of Appeals for the Fifth Circuit. During law school, Ms. Squiers was a student attorney in the criminal defense clinic where she managed dozens of misdemeanor cases, and in the child advocacy clinic where she represented children in the foster care system.

### Education

- SMU Dedman School of Law (J.D.)
- Princeton University (B.A.)

### Clerkship

- U.S. Court of Appeals for the Fifth Circuit (Judge Don R. Willett)
- U.S. Court of Appeals for the Fifth Circuit, judicial externship (Judge Catharina Haynes)

### Admissions

- Texas
- U.S. District Court for the Northern District of Texas
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Tenth Circuit

*\*Not admitted to the D.C. Bar. Admitted to the Texas State Bar and practicing under the supervision of D.C. Bar members pursuant to Rule 49(c)(8).*

# **EXHIBIT 135**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

DAVID SAMBRANO, individually and on  
behalf of all others similarly situated, *et al.*,

*Plaintiffs,*

v.

UNITED AIRLINES, INC.,

*Defendant.*

No.: 4:21-cv-01074-P

**DECLARATION OF JOHN C. SULLIVAN IN SUPPORT OF MOTION FOR  
CERTIFICATION AND FOR APPOINTMENT AS CLASS COUNSEL**

My name is John Sullivan. I am over the age of 18 and fully competent in all respects to make this declaration. All of these facts are true and correct.

1. I have been a member of the Texas bar since 2012. I am admitted to practice in Texas and the District of Columbia; the United States District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, and the Eastern District of Michigan; the United States Courts of Appeals for the D.C., First, Second, Third, Fourth, Fifth, Sixth, Ninth, Eleventh, and Federal Circuits; and the Supreme Court of the United States.

2. I received my law degree from the University of Notre Dame Law School where I was the Executive Editor of the Notre Dame Law Review and the recipient of the Farabaugh Prize.

3. Following graduation from law school, I clerked for then-Chief Judge Edith H. Jones of the United States Court of Appeals for the Fifth Circuit.

4. Most of my career after that was spent in private practice at the law firm of Morgan Lewis & Bockius—one of the largest firms in the world—serving in an issues and appeals role. During that time, I was involved in multiple class action defenses.

5. I also spent two years as an Assistant Solicitor General for the State of Texas, working at the Office of the Attorney General in Austin, before coming back to Morgan Lewis where I again was involved in class action defense work.

6. I founded my own law firm—S|L Law PLLC—two and a half years ago and practice primarily in federal courts around the country with a focus on class action religious liberty cases. I also currently represent a client in defense of a nationwide class action.

7. My résumé is attached as Exhibit A to this declaration.

8. Since filing this case, lawyers from S|L Law have expended significant time and effort advancing the claims of plaintiffs and similarly situated employees of United Airlines. Our lawyers were intimately involved in drafting the complaint and the motion for a temporary injunction and for a preliminary injunction. Additionally, S|L Law attorneys devoted significant time to preparing witnesses and presenting evidence at the evidentiary hearing the Court conducted. And S|L Law lawyers have participated in every hearing and status conference since.

9. Additionally, lawyers from S|L Law have participated in each mediation in this case.

10. On appeal, S|L Law—along with Schaerr | Jaffe LLP—represented Plaintiffs before the Fifth Circuit Court of Appeals.

11. Upon remand, S|L Law lawyers participated in significant discovery efforts in this case for most of 2023, including extensive document collection and production, reviewing United's voluminous document production, and taking and defending depositions of parties and non-parties.

12. Additionally, S|L Law lawyers have devoted extensive time to briefing various matters before this Court, including the motion for class certification.

13. I am unaware of any conflicts that would prevent S|L Law from continuing to provide excellent representation in this matter. S|L Law will continue devoting significant time to this case until the matter is resolved.

14. Additionally, while we fully intend, at the conclusion of this litigation if successful, to seek recoupment of our reasonable attorneys' fees and costs, we have budgeted for and remain confident

in the availability of funds to provide full financial responsibility for this action. This includes coordinating and processing class notices for this case.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

A handwritten signature in black ink, appearing to read "John C. Sullivan", is written over a horizontal line.

Dated: January 12, 2024

John C. Sullivan

# EXHIBIT A

**JOHN C. SULLIVAN**

610 Uptown Blvd., Ste. 2000 | Cedar Hill, TX 75104  
 (469) 523-1351 | john.sullivan@the-sl-lawfirm.com

**PROFESSIONAL EXPERIENCE**

**S|L LAW PLLC, CEDAR HILL, TX** 2021–present  
*Principal*

Representing multiple putative classes addressing religious accommodations from COVID-19 vaccine mandates, including in *Sambrano v. United Airlines*, 2022 WL 486610 (5th Cir. Feb. 17, 2022); managing defense of nationwide class action for client.

**MORGAN, LEWIS & BOCKIUS LLP, DALLAS, TX** 2019–2021  
*Of Counsel*

Represented multiple defendants in class action cases and appeals, including *Plumley v. Sempra Energy*, 847 F. App'x 426 (9th Cir. 2021).

**OFFICE OF THE ATTORNEY GENERAL OF TEXAS, AUSTIN, TX** 2017-2019  
*Assistant Solicitor General*

Represented State as lead counsel in both the U.S. Court of Appeals for the Fifth Circuit and the Supreme Court of Texas.

**MORGAN, LEWIS & BOCKIUS LLP, DALLAS, TX** 2013–2017  
*Appellate Associate*

Served as counsel and drafted party briefs at both the certiorari and merits stage in four Supreme Court cases.

**THE HONORABLE EDITH H. JONES, UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT, HOUSTON, TX** 2012–2013  
*Judicial Clerk*

**BLACKSTONE LEGAL FELLOWSHIP, PHOENIX, AZ** 2010-2011  
*Legal Fellow and Research Assistant for Alliance Defending Freedom*

**CHEROKEE NATION WASHINGTON OFFICE, WASHINGTON, DC** 2009  
*Volunteer Legislative Assistant*

**THE HONORABLE JIM R. WRIGHT, TEXAS COURT OF APPEALS FOR THE ELEVENTH CIRCUIT, EASTLAND, TX** 2008  
*Judicial Intern*

**EDUCATION**

**UNIVERSITY OF NOTRE DAME, SOUTH BEND, IN** 2012  
*J.D. summa cum laude*

Honors: Farabaugh Prize for High Scholarship in Law (top three in graduating class); Top Student—Program of Study in Law, Ethics, & Public Policy; Dean's Award (multiple classes)  
 Activities: *Notre Dame Law Review*, Executive Editor (Deputy Editor-in-Chief); The Federalist Society, Public Relations Chair; Married Law Students Association, President; Teaching Assistant, Torts and Civil Procedure

**HARDIN-SIMMONS UNIVERSITY, ABILENE, TX** 2009  
 B.A., Philosophy

**BIOLA UNIVERSITY, LOS ANGELES, CA** 2006  
 M.A., Apologetics: Philosophy & Bioethics, High Honors

**SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY, WAXAHACHIE, TX** 2000  
 B.S., Pastoral Ministries

**PROFESSIONAL MEMBERSHIPS**

Texas State Bar; District of Columbia Bar

Admitted to: Supreme Court of the United States

United States Courts of Appeals: D.C., First, Second, Third, Fourth, Fifth, Sixth, Ninth, Eleventh, and Federal Circuits

United States District Courts: Northern, Southern, Eastern, and Western Districts of Texas; Eastern District - Michigan

General Council of the Assemblies of God, Ordained Minister

The Federalist Society, Dallas Lawyers Chapter, President Emeritus

Claremont Institute, John Marshall Fellow

**PUBLICATIONS**

Article, *Statutory Interpretation in the U.S. Supreme Court*, Co-Authoring with Allyson N. Ho, THE ADVOCATE 29 (Summer 2015).

Article, *Litigating the Constitution—Update on Establishment Clause Cases*, Co-Authoring with Allyson N. Ho, 2014 Bill of Rights Course for the State Bar of Texas (presented paper at CLE course).

Note, *Considering the Constitutionality of Nonstate Intervenors in Original Jurisdiction Actions*, 86 NOTRE DAME L. REV. 2219 (2011).

# **EXHIBIT 136**



Message

**From:** Sambrano, David [david.sambrano@united.com]  
**on behalf of** Sambrano, David <david.sambrano@united.com> [david.sambrano@united.com]  
**Sent:** 9/13/2021 10:32:48 PM  
**To:** David Sambrano [desambrano@mac.com]  
**Subject:** Fw: Your leave begins Oct. 2

FYI.....

---

**From:** HR Communication <hr.communication@united.com>  
**Sent:** Monday, September 13, 2021 17:24  
**To:** Sambrano, David <david.sambrano@united.com>  
**Subject:** Your leave begins Oct. 2

## Your approved accommodation request has not been confirmed

United employee –

We received your request for reasonable accommodation for the COVID-19 vaccine mandate and your request has been APPROVED. You received a communication from Help Hub in the last few days, asking you to either accept or withdraw your accommodation request within five calendar days. As of this afternoon, we have not received your confirmation.

Please access this page on [Help Hub](#) to take action today.

If we don't hear from you by your due date shown in Help Hub we will assume you have no changes to your request for accommodation and you will be placed on leave effective Oct. 2, 2021.

If you decide to withdraw your request for accommodation, you must log in to [Help Hub](#), go to "My To-dos," select your open Help Hub case and select "withdraw." As a reminder, if you withdraw you are required to get fully vaccinated within five weeks from the date of your withdrawal and get your first shot by September 27. You must upload your COVID-19 vaccination record in [My Info](#). If you do not get your first shot by September 27, or do not get fully vaccinated within five weeks from the date of your denial notice, you will be separated from the company.

If you have questions or need assistance, please visit [Help Hub](#).

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©2021 United Airlines. All rights reserved. | United, Chicago, IL 60606  
[Unsubscribe david.sambrano@united.com](mailto:Unsubscribe%20david.sambrano@united.com)

Update Profile | Constant Contact Data Notice  
Sent to david.sambrano@united.com by hr.communication@united.com