

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

PLAINTIFF,

v.

UNITED AIRLINES, INC,

DEFENDANT.

Civil No. 1:21-cv-01674-DLF

**DECLARATION OF ROBERT T. KRABBE IN SUPPORT OF UNITED AIRLINES,  
INC.'S MOTION TO DISMISS**

## **DECLARATION OF ROBERT T. KRABBE**

I, Robert T. Krabbe, declare and state as follows:

1. The facts set forth below are known to me personally. If I were called as a witness in this matter, I could and would testify competently to each fact so set forth.

2. I am presently employed by United Airlines, Inc. (“United” or “Company”) as Director of Labor Relations—Flight. I have held this position since September 2016. In this position, I am responsible for administration of the collective bargaining agreement (“CBA”) between United and the Association of Flight Attendants (“AFA”), the certified bargaining representative for flight attendants at United. Among other things, I advise members of United’s in-flight department regarding the proper interpretation and application of the CBA, I am involved in flight attendant investigations and disciplinary matters, and I work with the in-flight department on grievances filed by AFA pursuant to the CBA.

### **AFA Is the Longstanding Certified Union for United Flight Attendants**

3. United and AFA have a long-standing collective bargaining relationship, dating back to the 1940s, during which time they have bargained successfully for a series of CBAs and regularly resolved grievances in a constructive manner. The AFA is a strong national union that is part of the Communication Workers of America (“CWA”), an affiliate of the AFL-CIO, and represents nearly 50,000 flight attendants at 17 airlines. At United, AFA’s structure includes a Master Executive Council (“MEC”) as well as 13 Local Councils representing each of United’s flight attendant bases (e.g. Chicago, Denver, Washington D.C.), with representatives of the Local Councils serving on the system-wide MEC. As part of their collective bargaining relationship, AFA and United have well-established methods of communication with each other (both informal and formal), including regular meetings and lines of ongoing communication. The

Union also maintains methods of communication to flight attendants as well as established representation procedures, pursuant to its internal Union protocols as well as the CBA.

**The United-AFA CBA – “Investigations & Grievances” and “System Board of Adjustment”**

4. The United-AFA CBA establishes grievances procedures and a System Board of Adjustment (“System Board”) to decide disputes growing out of interpretation or application of the CBA, pursuant to the mandate of the Railway Labor Act (“RLA”). (A true and correct excerpted copy of the 2016 United-AFA CBA is attached as Exhibit 1.)

5. *Section 23 (“Investigations & Grievances”).* Section 23 of the CBA sets forth 13 pages of detailed provisions that United and AFA have collectively bargained regarding “Investigations & Grievances” for United flight attendants. Section 23 includes the following subsections: Investigations; Grievance Representation; Grievance Procedure; Progressive Discipline; and Disciplinary Letters, Disciplinary Suspensions and Discharges.

6. Section 23.A specifically addresses “Investigations.” Section 23.A.2 provides, “In the event of any action or inaction by a Flight Attendant that may reasonably lead to discharge, the Flight Attendant shall be notified in writing of the precise charge or charges being investigated, the Flight Attendant’s right to have a Union representative or other employee present during any meetings to discuss the charges, and the Flight Attendant’s right to respond to the charge(s) and present information relevant to the investigation.” In accordance with this provision, United issues a Letter of Investigation (“LOI”) in the case of any flight attendant investigation that could result in termination of the flight attendant’s employment. Section 23.A also addresses document exchange requirements and deadlines for the investigation, as well as the employee’s work status during that investigation. Section 23.A.2 further addresses the timing for “an investigatory meeting” to be conducted in accordance with the LOI, including as

that timing relates to the flight attendant's need "to secure the presence of a Union representative, witnesses and information to respond to the charge(s)." As stated in Section 23.A.8, flight attendants who have completed the probationary period of their employment "shall not be disciplined or discharged without just cause." And Section 23.A.9 provides that a flight attendant "who is disciplined or discharged may challenge that decision by filing a grievance."

7. Section 23 also details the applicable grievance procedures. Section 23.C sets procedures "for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement," including for two separate steps of the grievance process (Step 1 and Step 2) that precede System Board proceedings. Section 23.B (Grievance Representation) provides that AFA's Local Council "Presidents and their designees" at each flight attendant base—for example, Washington D.C. or any other of the 12 flight attendant bases—"will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the Step 1 level," and that AFA "will be further represented by the [Master Executive Council] President and/or her/his designee, who will be empowered to handle and settle grievances at all levels of the grievance procedure."

8. Section 23 includes additional provisions regarding disciplinary matters. Section 23.G (Progressive Discipline) addresses progressive discipline steps, including "a Performance Track for all Working Together Guidelines violations subject to progressive discipline." The Working Together Guidelines are a set of United policies and procedures that apply to all employees, including flight attendants. The Performance Track provides that flight attendants may be placed on a warning status for violating Company policies—any subsequent violation can result in discipline up to and including discharge (although nothing in the CBA precludes the

Company from terminating a flight attendant without such warning or progression of discipline). Section 23.H (Disciplinary Letters, Disciplinary Suspensions and Discharges) sets forth a procedure for flight attendants to appeal any such performance warning.

9. ***Section 24 (System Board of Adjustment).*** Section 24.A provides that, “[i]n compliance with Section 204, Title II of the Railway Labor Act . . . there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement . . . and which are properly submitted to it after all steps for settling disputes and grievances as set forth in Section 23 have been exhausted.” Section 24.B provides for the System Board to include “a neutral arbitrator selected from a panel of at least eleven (11) arbitrators” that is “agreed to by the parties.” Section 24 otherwise details the procedures collectively bargained by United and AFA for the System Board, whose decisions “shall be final and binding upon the parties.”

**Flight Attendant A Complains That Two United Flight Attendants Violated United’s Mask Policy**

10. As a result of the COVID-19 pandemic, United established a Face Covering/Mask Policy that requires United flight attendants to wear masks for the duration of flights, except while eating and drinking. The mask requirement was incorporated into the Working Together Guidelines. United and AFA have each repeatedly and publicly stated the importance of this mask policy, including to the safety of United’s employees and passengers. The success of this mask policy also critically depends on United employees, including flight attendants, reporting violations of this policy without fear of retaliation by co-employees or others. The Working Together Guidelines contain a “Protection Against Retaliation” policy which prohibits retaliation against any person who files a complaint or participates in an investigation regarding a possible violation of the Guidelines, and which states “[e]mployees who retaliate against others in

violation of this policy are subject to corrective action, including discipline or termination of employment.”

11. On September 23, 2020, a United flight attendant based in Washington D.C. (“Flight Attendant A”), submitted a written complaint to United (by email to various United management officials) alleging that two other United flight attendants (“Flight Attendants B and C”), violated United’s mask requirement during a September 2020 trip between Washington Dulles and London Heathrow airports. As part of his complaint, Flight Attendant A included photographic evidence of the alleged violations by Flight Attendants B and C. The Company’s investigation substantiated Flight Attendant A’s allegations. Based on its investigation, on October 14, 2020, United issued a “Performance Warning-Level 4” to both Flight Attendants B and C, pursuant to Section 23.G of the CBA.

12. On November 4, 2020, Flight Attendant B filed with the Company an appeal of his performance warning. (Flight Attendant C also filed a similar appeal, but that appeal is not relevant here.) In accordance with the CBA, an appeal hearing regarding Flight Attendant B’s warning was held on March 8, 2021. At that hearing, two United flight attendants who serve as representatives for AFA Council 21—the Union local representing United flight attendants based in Washington D.C.—appeared on behalf of Flight Attendant B: Donna Matallana and Jill Collins.

13. At Flight Attendant B’s appeal hearing, Ms. Matallana and Ms. Collins did not dispute that Flight Attendant B had violated the mask policy as alleged by Flight Attendant A, although they did provide statements from flight attendants attesting to Flight Attendant B’s career experience and professionalism, as well as the alleged short duration of Flight Attendant B’s mask policy violation. Separate from these statements about Flight Attendant B, the

information packet provided by Ms. Matallana and Ms. Collins also included multiple statements by flight attendants alleging misconduct by Flight Attendant A on different flights not germane to Flight Attendant B's appeal or any defense of his mask policy violation.

14. For example, the packet provided by Ms. Matallana and Ms. Collins included a written statement from another D.C.-based flight attendant ("Flight Attendant D"), dated November 12, 2020, alleging that Flight Attendant A and his mother had been on a trip Flight Attendant D worked "earlier this year," and that on that flight, Flight Attendant A told Flight Attendant D "how upset he was that he was going to be furloughed soon," and that later during the flight, Flight Attendant A's mother "then preceded [sic] to go on and on about how we needed to get rid of all of these senior flight attendants, and let the younger ones have their turn," which Flight Attendant D "couldn't believe" because she was "one of those flight attendants she was referring to!" The packet also included a printout of the Equal Employment Opportunity Commission ("EEOC") website regarding "Age Discrimination"—which was irrelevant to Flight Attendant B's appeal being handled by Ms. Matallana and Ms. Collins, and relevant only, if at all, to the unrelated separate allegations against Flight Attendant A.

15. Ms. Matallana's oral presentation at the hearing, meanwhile, referred to Flight Attendant A as "condescending and sneaky" and as a "predatory" flight attendant who filed an "egregious report" against Flight Attendant B (and Flight Attendant C). Notably, however, none of the written or oral materials Ms. Matallana presented on behalf of Flight Attendant B disputed the credibility of core factual allegations in Flight Attendant A's complaint, including the photographic evidence that Flight Attendant A provided.

16. While the allegations that Ms. Matallana and Ms. Collins made against Flight Attendant A were not germane to Flight Attendant B's appeal hearing, in accordance with the

CBA as well as the Working Together Guidelines, United issued a LOI to Flight Attendant A regarding these allegations, which is again consistent with United's established practice to investigate alleged violations of its Working Together Guidelines. United held an investigatory meeting with Flight Attendant A at which an AFA representative also appeared on his behalf. Based on this investigation, United has not substantiated any of those allegations complaining of misconduct by Flight Attendant A—United's investigation remains ongoing as to certain allegations, including pending interviews with Ms. Matallana and Ms. Collins. United's investigation, however, has already led it to one extremely disturbing conclusion: some of the most serious allegations that Ms. Matallana and Ms. Collin presented against Flight Attendant A at Flight Attendant B's appeal hearing were demonstrably false.

17. Specifically, the written statement from Flight Attendant D about a flight on which Flight Attendant A and his mother were allegedly passengers was complete fiction. Not only did Flight Attendant A and his mother not make any statements about older flight attendants on any flight that Flight Attendant D worked in 2020, but United's investigation confirmed that: (i) Flight Attendant A's mother has never once flown on United during Flight Attendant A's employment with United, and (ii) Flight Attendant A had not flown the route at issue with Flight Attendant D. United's investigation also confirmed that Flight Attendant D had never met Flight Attendant A or his mother, and that Flight Attendant D had only one known encounter with a pass riding flight attendant with the same language qualifications as Flight Attendant A during the time period in question—which at the time Flight Attendant D described as “nice” without making any allegations of age-based negative comments that she later alleged against Flight Attendant A.



18. When United's investigation revealed that the allegations by Flight Attendant D against Flight Attendant A were false, the investigation expanded to determining how Flight Attendant D's false allegations came about. In accordance with its longstanding practice and the CBA, United issued a LOI to Flight Attendant D on April 22, 2021. United held an investigatory meeting with Flight Attendant D on April 26, 2021 at which Ms. Matallana appeared as her AFA representative. When United interviewed Flight Attendant D, with evidence in hand confirming that her written statement was not accurate, Flight Attendant D told United that the reason she previously told United that Flight Attendant A and his mother were on a flight with her was because of a message she received from Ms. Collins regarding Flight Attendant A, including a picture of Flight Attendant A and his mother. As part of its investigation of Flight Attendant A's retaliation complaint, United must determine why Ms. Collins provided such information, which Flight Attendant D stated was central to her decision to provide United with allegations against Flight Attendant A that were shown to be demonstrably false.

19. Another D.C.-based flight attendant ("Flight Attendant E") also provided false information to United in an effort to substantiate Flight Attendant D's allegations against Flight Attendant A. During its investigation of the allegations against Flight Attendant A, United issued a LOI to Flight Attendant E on May 4, 2021. United held an investigatory meeting with Flight Attendant E on May 6, 2021 at which a Grievance Co-Chair of AFA Council 21 (other than Ms. Matallana) appeared on behalf of Flight Attendant E. Flight Attendant E told United that she could confirm that Flight Attendant A and his mother were onboard the flight that was the subject of Flight Attendant D's allegations because, according to Flight Attendant E, Flight Attendant A introduced himself to Flight Attendant E on that flight, and she saw his name on his United badge. But United's investigation confirmed that neither Flight Attendant A nor his

mother were on that flight. During an investigatory interview, Flight Attendant E told United that she was told by another flight attendant to contact Ms. Matallana to discuss possible allegations against Flight Attendant A.

20. Finally, an additional written statement that Ms. Collins and Ms. Matallana submitted at Flight Attendant B's appeal hearing, from another D.C.-based flight attendant ("Flight Attendant F"), alleged that Flight Attendant A had acted unprofessionally by yelling at a 7-year old child about mask compliance on an earlier flight. United's investigation did not substantiate that allegation. That flight attendant's statement was prepared months after the alleged flight at issue but shortly before Flight Attendant B's appeal hearing at which time that statement was sent to Ms. Collins. After United issued a LOI to Flight Attendant F to investigate the allegations in her written statement, she not only provided factual information that was later shown to be incorrect, but she also demonstrated a repeated failure to cooperate with the Company's investigation.

**Flight Attendant A Complains That Other Flight Attendants Retaliated Against Him for His Mask Violation Complaint**

21. On March 31, 2021, Flight Attendant A submitted a complaint with United alleging that flight attendants who falsely alleged misconduct against Flight Attendant A as part of Flight Attendant B's appeal hearing were retaliating against Flight Attendant A for raising a valid complaint to the Company regarding Flight Attendant B's noncompliance with the mask policy. In accordance with its CBA, Working Together Guidelines, and established practice, United is conducting an investigation of alleged retaliation against Flight Attendant A. As part of this investigation, United issued LOIs to twelve flight attendants, including Ms. Collins and Ms. Matallana as well as ten flight attendants who do not serve as Union representatives. If there was no alleged retaliation against Flight Attendant A by his fellow flight attendants, United

would not have issued these LOIs. To date, United has completed the interviews of each of the flight attendants who were the subject of LOIs except for Ms. Collins and Ms. Matallana.

22. AFA's assertion in its Complaint that the Company is "[u]nlawfully barring the designated AFA representatives from representing United Airlines flight attendants in disciplinary hearings," (Compl. ¶ 2), is false and misleading. Pursuant to its established practice during flight attendant investigations, United does not permit fact witnesses to remain in the interview room when another fact witness is being interviewed. Once it became clear to United that Ms. Collins and Ms. Matallana are fact witnesses in United's investigation of alleged retaliation against Flight Attendant A, Ms. Collins and Ms. Matallana have not been permitted to sit in the interview room while other fact witnesses are interviewed regarding the alleged retaliation. That is the only, limited circumstance where Ms. Collins and Ms. Matallana have not been permitted by United to participate in United's interviews of other United flight attendants. And those other United flight attendants had Union representation at every interview that United has conducted regarding Flight Attendant A's complaint, with such representation provided by other Union representatives who are not fact witnesses in this specific investigation.

23. As part of its investigation of alleged retaliation against Flight Attendant A, United determined that Flight Attendant D provided false information to United during its investigation of her written allegations against Flight Attendant A. On May 21, 2021, United issued a letter to Flight Attendant D terminating her employment for violating the Working Together Guidelines "in the areas of: Honesty (We are truthful in all communications, whether verbal, written or electronic), Professionalism (We act in ways that reflect favorably upon the company, ourselves, and our coworkers), and Responsibility (We use good judgment and open communication in all decisions)." The termination letter to Flight Attendant D stated, "In the

event you are dissatisfied with the decision as rendered, a Step One appeal in accordance with Section 23.A.9 of the [CBA] may be made within thirty (30) days.” On May 21, 2021, AFA, by submission of a Grievance Co-Chair of Council 21, filed a grievance appeal alleging that United violated the CBA by terminating Flight Attendant D’s employment without just cause. AFA’s grievance requests a hearing on the grievance, “[i]n accordance with Section 23.C.1 Step 1,” and that Step 1 hearing was conducted on July 1, 2021.

24. As part of its investigation, United also determined that Flight Attendant E provided false information to United—specifically, by stating to United that she could confirm that Flight Attendant A and his mother were on the flight at issue in Flight Attendant D’s written allegations, when United’s records confirmed that to be false. On May 27, 2021, United issued a letter to Flight Attendant E terminating her employment for violating the Working Together Guidelines in the same areas as Flight Attendant D: Honesty, Professionalism, and Responsibility. The termination letter to Flight Attendant E stated, “In the event you are dissatisfied with the decision as rendered, a Step One appeal in accordance with Section 23.A.9 of the [CBA] may be made within thirty (30) days.” On May 27, 2021, AFA, by submission of a Grievance Co-Chair of Council 21, filed a grievance appeal alleging that United violated the CBA by terminating Flight Attendant E’s employment without just cause. AFA’s grievance requests a hearing on the grievance, “[i]n accordance with Section 23.C.1 Step 1,” and that Step 1 hearing has not yet been scheduled.

25. United has issued LOIs, pursuant to the CBA, to a total of twelve flight attendants regarding alleged retaliation against Flight Attendant A. As part of its investigation, United has attempted to interview Ms. Collins and Ms. Matallana to obtain facts relevant to the alleged retaliation against Flight Attendant A. Based on the information known to United, its decision to

issue LOIs to Ms. Collins and Ms. Matallana was not just permitted but required by United's CBA, including United's established past practice regarding alleged violations of United's Working Together Guidelines. Specifically, to date, United's investigation has confirmed that multiple flight attendants engaged in retaliatory conduct against Flight Attendant A after he alleged that two of his colleagues violated United's mask policy for flight attendants. Following investigatory interviews, United has terminated nine United flight attendants—three at United's Washington D.C. base (where Council 21 is the local Union representative) and six at United's Newark flight attendant base (where Council 6 is the local Union representative)—which these flight attendants and the Union are now challenging through the grievance and arbitration procedures in the CBA. Certain of those flight attendants were terminated for engaging in documented communications with each other about making life “miserable” for a “snitch” like Flight Attendant A. Certain other of those flight attendants were terminated for providing written reports to AFA (that were transmitted to the Company) about Flight Attendant A's conduct—including allegations of age-based discriminatory comments by Flight Attendant A—that United has determined to be false. According to the latter group of flight attendants, the false reports were solicited by Ms. Collins and Ms. Matallana, who serve on Council 21. For example, one of the now-terminated flight attendants told United that she provided a written statement to Ms. Collins, with information that United has confirmed to be false, after Ms. Collins sent her a picture of Flight Attendant A and his mother along with a request for information. Another now-terminated flight attendant has informed United that she was told by another flight attendant to contact Ms. Matallana to discuss possible allegations against Flight Attendant A. Amidst all this, Ms. Collins stated, during a meeting with United management officials at Washington Dulles on March 11, 2021, that she would never support flight attendants

reporting other flight attendants' alleged violations of Company policies to United—comments that align with the retaliation that Flight Attendant A alleges followed his mask violation complaint.

26. In correspondence with the Company, AFA has asserted that Ms. Collins and Ms. Matallana cannot be required – like other flight attendants – to cooperate with United's investigation of alleged retaliation against Flight Attendant A. AFA's correspondence has urged that Ms. Collins and Ms. Matallana are, in effect, categorically immune from discipline for any alleged misconduct or policy violations for which they may have engaged as part of the pattern of retaliation against Flight Attendant A – due to the fact that they served as AFA representatives in the appeal hearing for Flight Attendant B regarding a mask policy violation.

27. No provision of the CBA, nor any other policy or practice at United, supports the proposition AFA now asserts: that a United flight attendant is categorically immune from investigations of alleged violations of Company policies, as well as the generally-applicable discipline procedures of the CBA (which include a just cause standard for termination), by virtue of their additional positions with the Union. The Company has made repeated efforts to obtain from Ms. Collins and Ms. Matallana the same fact-finding information that the Company has obtained through interviews with the other flight attendants who were issued LOIs but they and AFA have refused to cooperate in the investigation.

28. In order to resolve this dispute with AFA, and at the request of AFA, the Company prepared written questions for Ms. Collins and Ms. Matallana and sent those written questions to AFA on June 8, 2021. The Company's willingness to provide the questions in written format, as an alternative to the in-person interview it typically conducts (although without waiving any right to conduct such an in-person interview if necessary), was an

accommodation to AFA, which wanted additional time outside of the context of an in-person interview to review and respond to the Company's questions. And United narrowly tailored the questions to focus solely on its investigation of the alleged retaliation against Flight Attendant A, including alleged misconduct by Ms. Collins and Ms. Matallana in violation of the Company's policies. United's questions seek to obtain information that is directly related to the alleged retaliation against Flight Attendant A from the only two flight attendants who have thus far refused to participate in investigatory interviews and who are both central to the alleged conduct that is the subject of the investigation. These questions do not seek any information beyond that specific scope, including any such information regarding AFA's "defense strategy" or alleged "confidential and protected internal union-member communication." (Compl. ¶ 30.)

29. In a June 16, 2021 email to the Company, however, AFA took the position that Ms. Collins and Ms. Matallana will not respond to these questions or otherwise participate in the Company's investigation of the alleged retaliation against Flight Attendant A. AFA did not provide partial responses and objections to the 21 written questions to Ms. Collins or the 17 written questions to Ms. Matallana, but rather stated categorically that the two flight attendants would not respond to United's questions.

30. The Company sent a response letter on June 17, 2021, stating that the Company "must investigate the allegations against FAs Collins and Matallana," and detailing why AFA's assertion of "an unassailable cloak of immunity" for these two flight attendants—including a refusal to even sit for an interview or respond to factual questions related to the Company's investigation—is meritless.

31. On June 22, 2021, United issued a LOI to Ms. Collins, which states: "In accordance with the provisions of Section 23.A.2 of the 2016 Flight Attendant Agreement, a

meeting will be conducted on June 24, 2021 at 1600 in the IADSW conference room” at Washington Dulles. At the same time, United also issued a LOI to Ms. Matallana, which states: “In accordance with the provisions of Section 23.A.2 of the 2016 Flight Attendant Agreement, a meeting will be conducted on June 25, 2021 at 0830 in the IADSW conference room” at Washington Dulles.” Both LOIs state: “The purpose of the meeting will be to investigate the following: Whether you participated in, encouraged or facilitated any acts of retaliation or the generating of false allegations against flight attendant [Flight Attendant A].” Both LOIs also state: “You have the right to have a union representative present or other employee present during the meeting. You have the right to respond and present information relative to the investigation.” AFA filed its Complaint the same day that United issued these LOIs. United and AFA have agreed to postpone the meetings set forth in the LOIs from June 24 and June 25, respectively, to a date no earlier than August 23, 2021.

32. As detailed in the Company’s June 17, 2021 letter to AFA, if Ms. Collins or Ms. Matallana object to the Company’s investigation of the allegations against them, they may pursue a grievance pursuant to the grievance and System Board of Adjustment procedures set forth in the CBA, in accordance with the RLA, in the same manner as any other United flight attendant. And the System Board has full authority, after an evidentiary hearing before a neutral arbitrator, to provide a full remedy if warranted, including lost pay and a cease and desist order. In the meantime, Ms. Collins and Ms. Matallana must cooperate with United’s investigation of the allegations against them.

**AFA and United Regularly Handle Similar Flight Attendant Grievances Pursuant to the Procedures They Bargained in the CBA, Pursuant to the RLA**

33. AFA’s assertion that the investigation, grievance, and System Board of Adjustment arbitration procedures in the CBA are somehow ill-equipped or ill-suited to any such



grievance from Ms. Collins or Ms. Matallana—if AFA determines that any such grievance is even necessary or appropriate once United interviews Ms. Collins and Ms. Matallana to gather facts related to its investigation—is wrong. The Company and AFA have regularly handled similar flight attendant grievances pursuant to these procedures set forth in the CBA and pursuant to the requirements of the RLA.

34. First, in this very investigation, United has already interviewed and investigated ten other flight attendants pursuant to LOIs regarding alleged violations of United’s Working Together Guidelines, and nine flight attendants have been discharged based on substantiated violations of United’s policies. Grievances challenging those discharges are currently proceeding in accordance with Section 23 of the CBA, which identifies Step 1 and Step 2 grievance procedures that precede a System Board arbitration conducted pursuant to Section 24. AFA has fully participated in those investigation and grievance procedures, recognizing that they are inherently a product of the CBA and are governed by the terms of the CBA. This is consistent with the well-established practice for United flight attendants, where United has regularly investigated flight attendants for violation of the Working Together Guidelines, which incorporate United’s anti-retaliation policy, and has terminated numerous such flight attendants where the investigation provided just cause for termination. AFA did not in any of these instances argue that the Company lacked authority under the CBA or otherwise to investigate or terminate flight attendants for violations of the Working Together Guidelines.

35. Second, proceedings before the United-AFA System Board regularly address investigation procedures in discipline cases such as here, including any objections from AFA in cases where one or more flight attendants allege that the Company’s actions violate the just cause clause of the CBA. The nine flight attendants who were discharged as a result of the

current investigation have filed such grievances alleging, in part, that United's investigation (pursuant to LOIs) violated the CBA, and AFA is currently prosecuting those grievances pursuant to the CBA's grievance procedures. AFA regularly submits and prosecutes grievances alleging that United violated the CBA in conducting an investigation that resulted in a flight attendant's discipline or discharge. For example, just since November 2020, AFA, which represents approximately 16,000 flight attendants at United, has submitted grievances, pursuant to the CBA, alleging that the Company: (i) violated Sections 23.A.6 and 23.A.7 of the CBA (both part of the Investigations sub-section of Section 23) with respect to the timeliness of the investigation of a Chicago-based flight attendant; (ii) failed to provide another Chicago-based flight attendant an "in-person meeting" before his termination was effectuated; (iii) failed to adhere to the proper "timeline for the investigation" and also "question[ing] how the Company was made aware" of the social media conduct of a San Francisco-based flight attendant; (iv) violated Sections 23.A.1 and 23.A.6 of the CBA in connection with the termination of a Denver-based flight attendant; (v) "committed contract violations and procedural mistakes" in its investigation of a Chicago-based flight attendant; and (vi) engaged in "investigatory overreach" during an investigation of another Denver-based flight attendant when it reviewed another flight attendant's social media account. These grievance allegations are each without merit, but the relevant point here is that it is common for AFA to raise such allegations, which are inherently a product, and governed by the terms, of the detailed investigation provisions that United and AFA have bargained in the CBA.

36. Third, United has also specifically investigated, and terminated where warranted, United flight attendants who hold additional duties with the Union. For example, in August 2019, United issued a LOI to a United flight attendant based in San Francisco who also served as

a Union representative on behalf of other flight attendants during the investigation of a customer complaint. United's investigation substantiated that the flight attendant had engaged in extremely abusive behavior while serving as a union representative for another flight attendant during an investigatory meeting. United then issued a notice terminating that flight attendant's employment, including for violating United's Working Together Guidelines. In terminating the flight attendant, United stated that his behavior "was grossly inappropriate and went beyond the bounds of a union representative advocating for a member." AFA never argued that this investigation violated the RLA, or that the subsequent disciplinary process somehow reflected anti-union animus, or that the flight attendant was immune from investigation or discipline by virtue of his additional Union duties. Indeed, AFA filed a contractual grievance alleging that the flight attendant was terminated without just cause and appealed that grievance to the System Board of Adjustment, which was fully consistent with the fact that the discipline or discharge of the flight attendant constituted a minor dispute under the RLA for the exclusive jurisdiction of the CBA's grievance and arbitration process. (The Company and AFA resolved that grievance through a settlement that brought that flight attendant back to work subject to certain conditions and limitations on his employment.)

37. Finally, the United-AFA System Board can address any assertion by AFA that the LOIs issued to Ms. Collins and Ms. Matallana implicate "privileged communications between Flight Attendants and their Union representatives." (Compl. ¶ 30.) Proceedings before the United-AFA System Board regularly address assertions of privilege—whether attorney-client, union-employee, or otherwise—and there is no basis to conclude that the System Board, chaired by one of the experienced neutral labor arbitrators that United and AFA have mutually selected for System Board proceedings, would be unable to adjudicate any assertion that a union privilege

immunizes Ms. Collins or Ms. Matallana from United's investigation or otherwise limits that investigation.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED this 16 th day of July, 2021, at Chicago, Illinois.

A handwritten signature in black ink, appearing to read "R. T. Krabbe", is written over a horizontal line.

Robert T. Krabbe