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9 Members

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 FUIOLEVAGA RIDDICK and DAVID
13 PACHECO, on behalf of themselves and
14 all others similarly situated,

15 Plaintiffs,

16 v.

17 UNITED AIRLINES, INC., a Delaware
18 corporation; and DOES 1 through 10,

19 Defendants.

Case No. '20CV2148 H KSC

CLASS ACTION COMPLAINT FOR:

Violation of California Unruh Civil
Right Act, Codified as California Civil
Code Section 51

20 DEMAND FOR JURY TRIAL

21 Plaintiffs, on behalf of themselves and all others similarly situated, allege the
22 following:

23
24 **NATURE AND BASIS OF AGE DISCRIMINATION CLAIM**

25 1. This case is about Defendant United Airlines, Inc. (“United”)
26 discriminating against its customers because they were too old, by charging older
27 customers more than younger customers for the same thing, United tickets, based solely
28 on the customers’ age.

1 2. On September 10, 2019, United began denying a 10% discount off the
2 price of United flights to customers whom United considered to be too old. On this date,
3 United started exclusively providing customers 18 to 22 years old a 10% discount off
4 United flights (“United’s 18 to 22 Year-Old’s Discount” or “Discount”) while denying
5 the Discount to older customers, including Plaintiffs Fuiolevaga Riddick and David
6 Pacheco, who had the misfortune of being older than 22 years old.

7 3. United’s Discount applied to only United’s favored 18 to 22 year-old
8 customers for all travel within the United States, Canada, and Mexico for flights through
9 December 31, 2020 that were purchased from September 10, 2019 through June 30,
10 2020.

11 4. Customers fortunate enough to be between the ages of 18 and 22 years old
12 received the Discount by following the following steps:

- 13 • Downloading or having already downloaded the latest United app, because
14 18 to 22-year-olds got the Discount when booking flights on the United
15 app;
- 16 • Signing up or having already signed up for a United MileagePlus account,
17 including entering their date of birth;
- 18 • Searching for flights on the United app and selecting “Book” on the bottom
19 navigation bar;
- 20 • Selecting “Discounted travel (18-22)” so the Discount would
21 automatically show up when 18 to 20-year-olds searched for flights; and
22 • Booking their flight on the United app.

23 5. United provided the Discount to only 18 to 22-year-old customers. United
24 denied the Discount to customers over 22 years old, including Plaintiff Fuiolevaga
25 Riddick, who was 23 years old when she purchased her United ticket on December 11,
26 2019, Plaintiff David Pacheco, who was 67 years old when he purchased his United
27 ticket on December 21, 2019, and the members of the two classes defined below.
28

1 6. On December 11, 2019, while in Carson, California, Plaintiff Fuiolevaga
2 Riddick, an African-American woman who was then 23 years old and therefore just
3 above United’s arbitrary 22-year-old cutoff for the Discount, and a United MileagePlus
4 member went onto the United app she had downloaded, and purchased a ticket in the
5 economy section of a United flight from Los Angeles to San Francisco scheduled for
6 February 18, 2020. Because she was 23 years of age at the time, and United knew this
7 because Ms. Riddick’s United MileagePlus account included her age, United did not
8 permit Ms. Riddick – unless had been untruthful about her age – to select “Discounted
9 travel (ages 18-22)” when she booked and purchased her United ticket on the United
10 app.

11 7. Prior to purchasing her United ticket, Ms. Riddick had visited the
12 united.com website’s announcement or advertisement for the Discount with the intent
13 to purchase a United ticket. While at United’s website that touted United’s age-based
14 Discount, Ms. Riddick encountered terms or conditions that excluded Ms. Riddick from
15 full and equal access to United’s air travel services because she was too old. Except for
16 Ms. Riddick being too old, she had met all the requirements that United’s favored 18 to
17 22 year-old customers had to meet to receive the Discount. United treated Ms. Riddick
18 unequally and discriminated against her and violated California’s Unruh Civil Rights
19 Act, codified as Civil Code section 51, by denying Ms. Riddick the Discount solely
20 because of her age.

21 8. On December 21, 2019, in his hometown of San Diego, Plaintiff David
22 Pacheco, a Hispanic, unemployed and disabled U.S. Military veteran 67 years of age,
23 and a United MileagePlus member, went onto the United app he had downloaded,
24 purchased a roundtrip ticket in the economy section of a United flight from San Diego
25 to San Francisco scheduled to leave on March 24, 2020. Because he was 67 years of
26 age at the time, and United knew this because Mr. Pacheco’s United MileagePlus
27 account included his age, United did not permit Mr. Pacheco – unless he had been
28 untruthful about his age – to select “Discounted travel (ages 18-22)” when he booked

1 and purchased his United ticket on the United app.

2 9. Prior to purchasing his United ticket, Mr. Pacheco had visited the
3 united.com website's announcement or advertisement for the Discount with the intent
4 to purchase a United ticket. While at United's website that touted United's age-based
5 discount, Mr. Pacheco encountered terms or conditions that excluded Mr. Pacheco from
6 full and equal access to United's air travel services because he was too old. Except for
7 Mr. Pacheco being too old, he had met all the requirements that United's favored 18 to
8 22 year-old customers had to meet to receive the Discount. United treated Mr. Pacheco
9 unequally and discriminated against him and violated California's Unruh Civil Rights
10 Act (Civil Code section 51) by denying Mr. Pacheco the Discount solely because of his
11 age.

12 10. United's Discount intentionally discriminated against Plaintiffs and other
13 United customers based on their age, and the Discount constituted arbitrary,
14 unreasonable, and/or invidious discrimination.

15 11. United's Discount constituted a willful and malicious injury by United
16 upon Plaintiffs and the members of the below defined classes and/or upon the property
17 of Plaintiffs and the members of the below defined classes.

18 12. Civil Code section 51 prohibits business establishments such as United
19 from discriminating against people based on their age as has been repeatedly held by
20 California courts, including the most recent Unruh Act age discrimination case of
21 *Candelore v. Tinder, Inc.* (2018) 19 Cal.App.5th 1138.

22 13. It is especially troubling and more than a bit hypocritical that United's
23 divisive and exclusive Discount, which excluded consumers who were too old, violated
24 United's own Mission Statement that hypes United's supposed commitment to diversity
25 and inclusion, found at [www.united.com/ual/en/us/fly/company/global-](http://www.united.com/ual/en/us/fly/company/global-citizenship/diversity.html)
26 [citizenship/diversity.html](http://www.united.com/ual/en/us/fly/company/global-citizenship/diversity.html), which reads as follows:
27
28

1 At United, we define diversity as the range of differences that make
2 individuals unique, including ability, age, ethnicity, gender
3 identification, race, sexual orientation, religious belief and veteran's
4 status. Inclusion is how we leverage these differences to form a genuine
5 community and expand business opportunities.

6 14. On this same webpage, United's CEO Scott Kirby further touts United's
7 supposed commitment to diversity and inclusion as follows:

8 Our shared purpose, "Connecting People, Uniting the World" is about
9 more than being a conduit between global cultures, it is about
10 demonstrating that investing in inclusivity is what is good for our
11 business, our employees, and our customers. We have a tremendous
12 opportunity to build upon our commitment to diversity and inclusion,
13 ensuring our people and processes are as diverse and as far-reaching as
14 the communities we connect and the customers we serve. Our shared
15 purpose drives us to be the best airline for everyone in the United family
and beyond.

16 15. Contrary to United's woke-worded and strategically-placed proclamations
17 about inclusion and diversity, United's ageist Discount was all about exclusion and
18 divisiveness. United's trumpeted promise of inclusion and diversity, at least when it
19 comes to its customers' age, is empty, hollow rhetoric, mere virtue signaling.

20 16. United's sole reason or motive for employing its Discount was to
21 maximize profit. And twice the California Supreme Court, in the Unruh Act age
22 discrimination case of *Marina Point, Ltd. v. Wolfson* (1982) 30 Cal.3d 721, 740 fn.9
23 and in the Unruh Act sex discrimination case of *Koire v. Metro Car Wash* (1985) 40
24 Cal.3d 24, 35, 37 fn.18, and at least once the California Court of Appeal in the above
25 Unruh Act age discrimination case of *Candelore, supra*, at pp. 1153-1154, have all
26 found that profit maximization or economic gain does not justify discrimination.

27 17. The blanket exclusion of all consumers over 22 years old from receiving
28 the Discount contravened the individual nature of the statutory right to equal access to

1 a business's accommodations, advantages, facilities, privileges, services, or prices
2 afforded to all persons by the Unruh Civil Rights Act.

3 18. In the landmark California Supreme Court Unruh Act sex discrimination
4 case of *Angelucci v. Century Supper Club* (2007) 41 Cal.4th 160, 167, the Court, in
5 holding that a discrimination victim did not have to first confront the discriminating
6 busing and affirmatively assert his or her right to equal treatment, perhaps best
7 summarized the purpose and intent of the Unruh Act as follows:

8
9 The Unruh Civil Rights Act (Civ. Code, § 51 et seq.) must be construed
10 liberally in order to carry out its purpose. The act expresses a state and
11 national policy against discrimination on arbitrary grounds. Its provisions
12 are intended as an active measure that creates and preserves a
13 nondiscriminatory environment in California business establishments by
14 banishing or eradicating arbitrary, invidious discrimination by such
15 establishments. The act stands as a bulwark protecting each person's
16 inherent right to full and equal access to all business establishments (§ 51,
17 subd. (b)). The act imposes a compulsory duty upon business
18 establishments to serve all persons without arbitrary discrimination. The
19 act serves as a preventive measure, without which it is recognized that
20 businesses might fall into discriminatory practices.

21 19. By this action, Plaintiffs Fuiolevaga Riddick and David Pacheco, on behalf
22 of themselves and all others similarly situated, seek redress for United's Discount that
23 denied consumers the equal accommodations, advantages, facilities, privileges,
24 services, or prices based solely on the consumers' age, which is prohibited by Unruh
25 Civil Rights Act.

26 **PARTIES**

27 20. At all times relevant hereto, Plaintiff Fuiolevaga Riddick has been a
28 resident of Los Angeles County, California. Ms. Riddick was harmed by United's
Discount based on her age, which was 23 when she, as a United MileagePlus member,

1 used the United app while in Carson, California to purchase a United economy ticket
2 on December 11, 2019 for travel on a United flight scheduled for February 18, 2020
3 from Los Angeles to San Francisco, and United denied her the Discount based solely
4 on her age.

5 21. At all times relevant hereto, Plaintiff David Pacheco has been a resident of
6 San Diego, California. Mr. Pacheco was harmed by United’s Discount based on his age,
7 which was 67 when he, as a United MileagePlus member, used the United app while in
8 San Diego, California to purchase a United economy ticket on December 21, 2019 for
9 travel on a United flight scheduled for March 23, 2020 from San Diego to San
10 Francisco, and United denied him the Discount based solely on his age.

11 22. At all times relevant hereto, Defendant United Airlines, Inc. (“United”) has
12 been an American corporation, headquartered in Chicago, Illinois, incorporated under
13 the laws of the State of Delaware, registered with the California Secretary of State as a
14 corporation with Entity Number C1249108, and with a California registered agent for
15 service of process. United owned and operated the united.com website that advertised
16 and announced United’s Discount, United created, advertised, announced, and
17 employed the Discount, and United accepted and processed Plaintiffs’ payments for
18 their United air travel tickets described above.

19 23. The true names and capacities of Does 1 through 10 are unknown to Plaintiffs.
20 When the Does’ true names and capacities are learned, Plaintiffs will amend this
21 complaint accordingly. Plaintiffs allege the wrongful acts alleged herein have been
22 committed by defendants and each of them such that each fictitiously named defendant
23 has unequally treated or discriminated against consumers based on the consumers’ age.

24 24. Unless otherwise alleged, whenever reference is made in this complaint to any
25 act of “defendant,” “defendants,” or to a specifically named defendant, such allegation
26 shall mean that each defendant acted individually and jointly with the other defendant
27 named in the complaint
28

1 **JURISDICTION AND VENUE**

2 25. This Court has subject matter jurisdiction over all of the claims in this
3 action pursuant to 28 U.S.C. § 1332(d)(2), as the matter in controversy exceeds the sum
4 or value of \$5 million, exclusive of interest and costs, and it is a class action in which
5 members of the plaintiff classes are citizens of different states than defendants.

6 26. This Court has personal jurisdiction over United. There is general
7 jurisdiction over United because United conducts substantial business in this District
8 and in the State of California, United employs many workers in this District and in the
9 State of California, and on information and belief United has, at least during the below
10 defined Class Period of between September 10, 2019 and June 30, 2020, (1) sold a
11 substantial number of United Airlines tickets during to customers between the preferred
12 ages of 18 and 22 years old and to customers over the disfavored age of 22 years old,
13 who were in California and/or in this District when they purchased their United ticket
14 for a United flight scheduled from between September 10, 2019 and December 31,
15 2020, and (2) represented to a substantial number of consumers who were in California
16 and/or in this District and who visited the united.com website with the intent to purchase
17 a United ticket for a United flight scheduled from between September 10, 2019 and
18 December 31, 2020, and were denied the Discount because of the consumers' age so as
19 to render the exercise of personal jurisdiction over them by California courts consistent
20 with traditional notions of fair play and substantial justice.

21 27. Declaratory and injunctive relief is sought and authorized by 28 U.S.C. §§
22 2201 and 2202.

23 28. Venue is proper is proper in this District under 28 U.S.C. § 1391(b)(1), as
24 upon information and belief, a substantial part of the events or omissions giving rise to
25 Plaintiffs' claims occurred in this District.

1 **CLASS ALLEGATIONS**

2 29. Plaintiffs bring this class action on their own behalf and on behalf of all
3 other persons similarly situated, under Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf
4 of two classes, defined as follows:

5 a. All persons who, while in California at any time from the period
6 beginning on September 10, 2019 and ending on June 30, 2020
7 (“Class Period”) were 23 years of age and older, used the United app
8 to purchase a United Airlines economy ticket for air travel for anytime
9 from September 10, 2019 through December 31, 2020, and were
10 denied the 10% discount that United provided to only persons
11 between the age of 18 and 22 years old (the “Purchasers Class”).
12

13 b. All persons who, while in California at any time from the period
14 beginning on September 10, 2019 and ending on June 30, 2020
15 (“Class Period”), were 23 years of age and older, visited the
16 www.united.com website with the intent to purchase a United Airlines
17 ticket for air travel for anytime from September 10, 2019 through
18 December 31, 2020, and encountered United’s terms or conditions
19 that excluded these persons from the 10% discount that United
20 provided to only persons between the age of 18 and 22 years old (the
21 “Intended Purchasers Class”).
22

23 30. Not included in the Purchasers Class and the Intended Purchasers Class are
24 the following individuals and/or entities: United Airlines, Inc. and its parents,
25 subsidiaries, affiliates, officers and directors, current or former employees, and any
26 entity in which United has a controlling interest; all individuals who make a timely
27 election to be excluded from this proceeding using the correct protocol for opting out;
28 all judges and their staff members assigned to hear any aspect of this litigation, as well

1 as such judges' immediate family members; and Plaintiffs' counsel and anyone
2 employed by Plaintiffs' counsel.

3 31. Plaintiffs reserve the right to modify or amend the definition of the
4 proposed Purchasers Class and Intended Purchasers Class before the Court determines
5 whether certification is appropriate.

6 32. This action has been brought and may properly be maintained pursuant to
7 Federal Rules of Civil Procedure 23(a) and (b)(2) and (b)(3) because:

8
9 (a) The Purchasers Class and the Intended Purchasers Class are so
10 numerous that joinder of all members is impracticable. Upon
11 information and belief, there are thousands of members of each
12 of the above classes.

13
14 (b) Common questions of law and fact exist as to all members of
15 the Purchasers Class and the Intended Purchasers Class. These
16 questions predominate over any questions that affect only
17 individual members of the proposed Purchasers Class and the
18 Intended Purchasers Class. These common legal and factual
19 questions include:

20 (1) Whether United's Discount unequally treated
21 and discriminated against consumers in
22 California based on the consumers' age;

23 (2) Whether United violated California Civil
24 Code section 51); and

25 (3) The amount of statutory damages for each and
26 every offense as mandated by California Civil
27 Code section 52 that should be levied against
28 United.

1 33. Plaintiffs' claims are typical of the claims of the Purchasers Class and
2 Intended Purchasers Class in that Plaintiffs and the Purchasers Class and Intended
3 Purchasers Class have, during the Class Period, purchased United air travel tickets and
4 visited the united.com website with the intent to purchase United air travel tickets and
5 were denied United's Discount based on their age. Plaintiffs and the members of the
6 Purchasers Class and the Intended Purchasers Class are entitled to statutory damages
7 and injunctive relief as a result of United's conduct complained of herein. Moreover,
8 upon information and belief, the conduct complained of herein was unlawful, morally
9 offensive, systemic, and very profitable for United. As a result, the representative
10 Plaintiffs, like all other members of both the Purchasers Class and the Intended
11 Purchasers Class, face substantial risk of the same injury in the future. The factual basis
12 of United's conduct is common to all Class members and represents a common thread
13 of conduct resulting in injury to all members of the Class.

14 34. Plaintiffs will fairly and adequately protect the interests of the members of
15 both the Purchasers Class and the Intended Purchasers Class. They are members of the
16 proposed members of the Purchasers Class and the Intended Purchasers Class and have
17 no interests adverse to the interests of either Class. Plaintiffs have been treated
18 unequally and discriminated against by United based solely on the Plaintiffs' age.
19 Plaintiffs were charged more for their United tickets because United deemed them too
20 old. This unequal treatment of and discrimination against Plaintiffs based on their age
21 provides Plaintiffs with a substantial stake in this action and the incentive to prosecute
22 it vigorously for themselves and for the members of the Purchasers Class and the
23 Intended Purchasers Class.

24 35. Plaintiffs have retained competent counsel who is experienced in
25 prosecuting many Unruh Civil Rights Act claims for the unequal treatment of
26 consumers by businesses based on consumers' personal characteristics protected by
27 Civil Code section 51, who is familiar with class actions, and who intends to pursue this
28 action vigorously. Plaintiffs' counsel represented the prevailing plaintiffs/appellants at

1 the California Supreme Court in the landmark Unruh Civil Rights Act sex
2 discrimination case of *Angelucci v. Century Supper Club* (2007) 41 Cal.4th 160.
3 *Angelucci* held that African-Americans, Hispanics, women, men, members of the
4 LGBTQ community, and other groups discriminated against by businesses do not have
5 to confront a discriminating business and affirmatively assert their right to equal
6 treatment in order to have standing to file an Unruh Act claim.

7 36. Plaintiffs' counsel represents Plaintiff Allan Candelore for Mr.
8 Candelore's ongoing Unruh Act age discrimination class action lawsuit against the
9 matchmaking app Tinder for its eponymously named Tinder Plus premium service that
10 has charged consumers 30 years of age and older twice as much as consumers under 30
11 – \$19.99/month vs. \$9.99/month – for the exact same matchmaking service. In
12 December of 2015, the Los Angeles County Superior Court had dismissed Mr.
13 Candelore's lawsuit after sustaining Tinder's demurrer by ruling that the Unruh Act did
14 not protect Tinder customers 30 years of age and older from age discrimination, and a
15 business's discrimination against older customers was justified by a business's interest
16 in maximizing profits. But on January 29, 2018, the Court of Appeal in *Allan Candelore*
17 *v. Tinder, Inc.* (2018) 19 Cal.App.5th 1138, righted that wrong by reversing the trial
18 court and ruling that the Unruh Act does indeed prohibit businesses from discriminating
19 against consumers based on their age and soundly rejected a business's interest in
20 maximizing profits as a justification for charging older customers more than younger
21 customers for the exact same thing.

22 37. Plaintiffs' counsel represented the African-American and Latino class
23 representatives in the Unruh Act case of *Bert Riddick et al. v. Facebook, Inc.*, United
24 States District Court, Northern District of California, San Francisco Division Case No.
25 3:18-cv-04529-LB, which resulted in Facebook's approximately 2.7 billion average
26 monthly active users no longer being treated unequally by Facebook's ad platform
27 based on the users' age, sex, race, religion, marital status, citizenship, national origin,
28 or primary language.

1 38. Plaintiffs’ counsel consulted for the prevailing plaintiff’s (and putative
2 class’s) counsel in the California Supreme Court’s most recent Unruh Act case of *White*
3 *v. Square, Inc.* (2019) 7 Cal.5th 1019. *White* was about a business advertising or
4 announcing its disparate treatment of consumers on the business’s website, and the
5 California Supreme Court held, “We conclude that a person who visits a business’s
6 website with intent to use its services and encounters terms or conditions that exclude
7 the person from full and equal access to its services has standing under the Unruh Civil
8 Rights Act, with no further requirement that the person enter into an agreement or
9 transaction with the business. We disapprove *Surrey v. TrueBeginnings, LLC* (2008)
10 168 Cal.App.4th 414, to the extent it is inconsistent with this opinion.”

11 39. Plaintiffs’ counsel also represented the plaintiff in the 2008 *Surrey* case
12 that the California Supreme Court mercifully disposed of in *White v. Square, Inc.*
13 “Mercifully” because the Court of Appeal in *Surrey* had ruled and made the “bright-
14 line” rule that, e.g., if a California country club required African-Americans to pay a
15 \$50,000 initiation fee for a country club membership but required Caucasians to pay
16 only a \$5,000 initiation fee, African-Americans would have to first pay the
17 discriminating country club the race-based \$50,000 initiation fee in order have standing
18 for an Unruh Act discrimination claim.

19 40. The Judicial Council regularly asks for Plaintiffs’ counsel’s advice when
20 the Judicial Council considers amending the CACI jury instructions relating to Civil
21 Code sections 51 and 52, and the Judicial Council has incorporated several of Plaintiffs’
22 counsel’s suggested amendments into its revised jury instructions for these statutes.

23 41. Plaintiffs’ counsel has voluntarily consulted for the State Bar of California
24 several times to change the Bar’s existing or planned discriminatory policies or
25 practices. In 2013, Plaintiffs’ counsel convinced the State Bar to amend the application
26 requirements for the Bar Foundation’s Diversity Scholarship so that now all law school
27 students, no matter their race, color, or national origin, are eligible for the Bar
28 Foundation’s Diversity Scholarships. That same year, Plaintiffs’ counsel again

1 voluntarily consulted with the Bar and convinced the Bar, which was concerned about
2 the mental acuity of older members, to scrap its misguided plan to require members of
3 the State Bar of California who were 50 years of age and older, lawyers and judges
4 alike, to (1) pass continuing education courses, (2) pass assessment tests, (3) take classes
5 on how to wind down or pass on their law practice, and (4) undergo peer counseling,
6 presumably from a peer who already passed the above age-based courses, tests, and
7 classes.

8 42. Plaintiffs assert that questions of law or fact common to the member of the
9 Purchasers Class and the Intended Purchasers Class predominate over any questions
10 affecting only individual members.

11 43. A class action is superior to other available methods for the fair and
12 efficient adjudication of this controversy. On information and belief, most members of
13 either class were not aware, and still are not aware, that United unlawfully treated them
14 unequally and unlawfully discriminated against them based on their age. Therefore,
15 absent a class action, class members will not even know they have legally recognizable
16 age discrimination claims against United.

17 44. Even if members of the Purchasers Class and the Intended Purchasers
18 Class themselves could afford such individual litigation, the court system might not.
19 Given the legal and factual issues involved and considering that the Purchasers Class
20 and the Intended Purchasers Class could number in the tens of thousands, individualized
21 litigation would significantly increase the delay and expense to all parties and to the
22 Court. Individualized litigation would also create the potential for inconsistent or
23 contradictory rulings. By contrast, a class action presents far fewer management
24 difficulties, allows claims to be heard that may otherwise go unheard because of the
25 relative expense of bringing individual lawsuits, and provides the benefits of
26 adjudication, economies of scale and comprehensive supervision by a single court.

27 45. United has acted in ways generally applicable to the Purchasers Class and
28 the Intended Purchasers Class, thereby making appropriate final and injunctive relief

1 regarding members of the Purchasers Class and the Intended Purchasers Class as a
2 whole.

3 46. The names and addresses of the putative class members are available from
4 and can be ascertained by United and by several other means. To the extent required by
5 law, notice will be provided to the prospective class members easily, effectively, and
6 efficiently via United electronically sending notice to its users, or by use of techniques
7 in a form of notice that has been used customarily in class actions, subject to court
8 approval, such as through social media sites and by first-class mail.

9 47. United’s conduct as described above is unlawful, is capable of repetition,
10 and will continue unless restrained and enjoined by the Court.

11
12 **CAUSE OF ACTION**

13 **Violation Of The Unruh Civil Rights Act, California Civil Code Section 51**

14 48. Plaintiffs incorporate in this cause of action the allegations contained in
15 the preceding paragraphs of this Complaint as if they were set out in full herein.

16 49. United is a “business establishment” within the meaning of California
17 Civil Code 51.

18 50. By intentionally denying Plaintiffs and the Purchasers Class and the
19 Intended Purchasers Class full and equal accommodations, advantages, facilities,
20 privileges, services, and/or discounts by denying Plaintiffs and the Purchasers Class and
21 the Intended Purchasers Class the Discount based on their age, United violated
22 California’s Unruh Civil Rights Act, which is codified as California Civil Code section
23 51.

24 51. A substantial motivating reason for United’s conduct was the age of
25 Plaintiffs and the Purchasers Class and the Intended Purchasers Class.

26 52. United’s Discount harmed and damaged Plaintiffs and the Purchasers
27 Class and the Intended Purchasers Class.
28

