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LEWIS RENTERIA on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE GONZALEZ TREJO, DANNY LOPEZ and LEWIS RENTERIA, on behalf of themselves and all others similarly situated, Plaintiffs, v. MENZIES AVIATION (USA) INC., a Delaware corporation; AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation; AIR MENZIES INTERNATIONAL (USA), INC., a corporation; and DOES 1 through 100, Inclusive Defendants.	CASE NO.: 23STCV15453 [Assigned for all purposes to the Hon. William F. Highberger - Dept. 10] **DECLARATION OF *JAMES A. DE SARIO* IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** DATE: June 23, 2026 TIME: 10:30 a.m. DEPT: 10

DECLARATION OF JAMES A. DE SARIO

I, James A. De Sario, say and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am associate of The Nourmand Law Firm, APC and co-counsel for Plaintiffs in the matter entitled *Jorge Gonzalez Trejo, Danny Lopez and Lewis Renteria v. Menzies Aviation (USA) Inc., Aircraft Service International, Inc. and Air Menzies International (USA), Inc.* - Case Number 23STCV15453, pending in the Los Angeles County Superior Court – Spring Street Courthouse. As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

2. This declaration is being submitted in support of the preliminary approval of the class action and PAGA settlement reached in this litigation.

Procedural History of the Case

3. On June 30, 2023, Plaintiff Jorge Gonzalez Trejo ("Plaintiff Trejo") filed a wage and hour Class Action Complaint ("Complaint") against defendants Menzies Aviation (USA) Inc. and Aircraft Service International, Inc. ("Defendants") alleging the following cause of action: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Wages Upon Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Unfair Competition (the "*Trejo* Action"). On June 30, 2023, pursuant to Labor Code Section 2699.3, Plaintiff Trejo also provided notice electronically to the California Department of Industrial Relations / Labor & Workforce Development Agency ("LWDA") and by Certified U.S. Mail to Defendants of the asserted Labor Code violations ("PAGA Notice"). A true and correct copy of the PAGA Notices are attached hereto as **Exhibit 1** and **Exhibit 2**. After it was determined that the LWDA elected not to investigate, on January 9, 2024, Plaintiff Trejo amended his Complaint to add a representative cause of action under the Private Attorneys General Act ("PAGA") for the asserted Labor Code violations.

4. On August 5, 2024, Plaintiff Trejo dismissed the class claims from the *Trejo* Action, without prejudice, for Failure to Provide Meal and Rest Periods, on account of those claims being

certified in the matter entitled *Amaya, et al. v. Menzies Aviation (USA), Inc.*, pending in the United States District Court - Central District, Case No. 2:22-cv-05915-HDV-MARx (the "*Amaya* Action").

5. On September 17, 2024 Plaintiff Trejo served pre-certification discovery, including providing a draft of a *Belaire-West* notice to obtain putative class member contact information. Thereafter, the parties agreed to stay formal discovery and participate in private mediation. As part of the agreement to mediate, Defendants agreed to informally provide information necessary to evaluate the class and PAGA claims.

6. On April 19, 2025, Plaintiff Trejo participated in mediation with Steve Rottman, Esq., along with Plaintiffs Danny Lopez ("Plaintiff Lopez") and Lewis Renteria ("Plaintiff Renteria") in two similar wage and hour actions, entitled *Danny Lopez v. Aircraft Service International, Inc., Air Menzies International (USA), Inc. and Menzies Aviation (USA), Inc.* – Los Angeles Superior Court Case No. 21STCV26797 (the "*Lopez* Action") and *Lewis Renteria v. Aircraft Service International, Inc., et al.* – San Diego Superior Court Case No. 25CU019342C (the "*Renteria* Action"). Ultimately, the parties were able to reach a global class and PAGA settlement, which terms were memorized in the Class Action and PAGA Settlement Agreement, the Amendment to the Settlement Agreement and the Second Amendment to the Settlement Agreement ("Settlement Agreement"). As part of the settlement and approval process, it was agreed that a Consolidated Complaint would be filed in the *Trejo* Action, to consolidate the *Trejo* and *Lopez* Actions and add Plaintiff Renteria as a class representative, as well as adding claims that are part of the release in the Settlement Agreement, including class claims for failure to provide meal periods and failure to provide rest periods for the period from October 8, 2024 to the present, after the class period of the certified claims in the *Amaya* Action. On October 8, 2025, the court in the *Renteria* Action entered an order staying all proceedings pending final approval of the Settlement Agreement.

7. On or about December 12, 2025, the Consolidated Complaint was filed pursuant to the parties' stipulation and Court Order.

<u>Submission of Proposed Settlement Agreement to LWDA</u>

8. On March 24, 2026, a copy of the proposed Settlement Agreement to the LWDA was submitted through its online portal as to Case Nos. LWDA-CM-965555-23 and LWDA-CM-

965540-23. A true and correct copy of the e-mail from the LWDA, confirming receipt of the submission of the proposed Settlement Agreement is attached hereto as **Exhibit 3** and **Exhibit 4**.

The Nourmand Law Firm, APC Are Experienced Class Litigators

9. I graduated from UCI with a B.A. in Political Science in 1998. Thereafter I attended University of West Los Angeles School of Law and graduated in 2006. I became a member of the California State Bar in March 2009. In February 2009 I became an associate at Kokozian & Nourmand LLP and thereafter in June 2010, I became a senior associate at The Nourmand Law Firm, APC. I exclusively represent employees in the area of employment law, wage and hour litigation on an individual, class wide and representative basis. I am admitted to practice in all state courts in California, the United States District Courts of California - Central District, and Ninth Circuit Court of Appeal. I am also an active member of the California Employment Lawyer's Association ("CELA"). I was named as a Rising Star by Super Lawyers in 2012, 2015-2019 and selected as a Super Lawyer from 2020-2026 by Super Lawyers.

10. Michael Nourmand, is the principal of The Nourmand Law Firm, APC, and graduated from UCLA with a B.A. in Political Science (Cum Laude) in 1994. Thereafter Mr. Nourmand attended Loyola Law school and graduated in May of 1998. Mr. Nourmand became a member of the California State Bar in December 1998. In September 1999, Mr. Nourmand along with his former business partner Bruce Kokozian, started the law firm of Kokozian & Nourmand LLP and began to represent plaintiffs in the area of personal injury, insurance bad-faith, employment law, wage and hour, and class actions. In June 2010, Mr. Nourmand dissolved his partnership at Kokozian & Nourmand LLP and started The Nourmand Law Firm, APC exclusively representing plaintiffs in the areas of employment law, wage and hour, and class actions. Prior to starting his law firm, Mr. Nourmand worked for a plaintiff's law firm, Rose, Klein & Marias, Law Offices of Gary Bostwick and externed at the U.S. Attorney's Office, Civil Fraud Division and U.S. Bankruptcy Court, Honorable Judge Barry Russell. Mr. Nourmand is admitted to practice in all state courts in California, the United States District Courts of California - Central District, Southern District, Ninth Circuit Court of Appeal, and the United States Supreme Court. In July 2011 Mr. Nourmand was selected as one of 75 Top Labor & Employment Lawyers in California by the Daily Journal; in 2011

and 2012 Mr. Nourmand was selected as a Rising Star by Super Lawyers and in 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and in 2022 he was selected as a Super Lawyer by Super Lawyers. Mr. Nourmand was selected for inclusion in The Best Lawyers in America for 2016, 2017, 2018, 2019, 2020, 2021, and 2022. Mr. Nourmand is also an active member of the California Employment Lawyer's Association ("CELA"), National Employment Lawyer's Association ("NELA"), Consumer Attorneys Association of Los Angeles ("CAALA"), Consumer Attorneys of California ("CAOC"), California State Bar, Labor and Employment Section, and the Los Angeles County Bar.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy of their clients, and they are experienced in handling complex class action litigation.

12. The Nourmand Law Firm, APC has been approved to act as lead or co-counsel on numerous class action cases, including but not limited to, the following:

(a.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Reid v. Cardinal Glass Industries, Inc*., et al., Case No. BC633874.

(b.) Superior Court of the State of California, County of San Joaquin, *Azpeitia, et al. v. The Newark Group, Inc.*, Case No. STK-CV-UOE-2016-0012282.

(c.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Turner, et al. v. Providence Little Company of Mary Foundation, et al.*, Case No. BC676996.

(d.) Superior Court of the State of California, County of Kern, *Garza v. Frito-Lay, Inc.*, Case No. CV-16-102730 D.L.

(e.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Winters v. The Dependable Companies*, et al., Case No. BC623839.

(f.) Superior Court of the State of California, County of Los Angeles, Spring

Street Courthouse, *Barretos v. Don Roberto Jewelers, Inc.*, Case No. BC495451.

(g.) Superior Court of the State of California, Ventura County, *Morales, et al. v. Southland Sod Farms Operations, Inc., et al.*, Case No. 56-2017-00496912-CU-OE-V.A.

(h.) Superior Court of the State of California, Los Angeles County, Spring Street Courthouse, *Castrejon, et al. v. Karen Kane, Inc., et al*., Case Nos. BC537058 and BC569548.

(i.) United States District Court, Central District of California, *Balderas v. SPS Technologies, LLC*, Case No. 2:14-cv-4036-CAS (VBKx).

(j.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Levkovitch v. Premier Displays & Exhibits, Inc.*, Case No. BC628412.

(k.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Pena v. National Diversified Sales, Inc., et al*., Case No. BC610019.

(l.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Cortez v. Darling International, Inc.*, Case No. BC525091.

(m.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Lopez v. Owens & Minor Distribution, Inc*., Case No. BC613671.

(n.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Starks, et al. v. Mercury Air Cargo, Inc., et al*., Case No. BC614067.

(o.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Calvo v. Craneveyor Corp, et al.*, Case No. BC634012.

(p.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Alvarez v. Norman's Nursery, Inc.*, Case No. BC592465.

(q.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Corlew v. Ferrellgas, Inc., et al*., Case No. BC521730.

(r.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Vela v. Doorking, Inc*., Case No. BC644377.

(s.) Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, *Shasheet, et al. v. Pacifica Hotel Company, et al*., Case No. 603264 and BC635444.

(t.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Kim, et al. v. Beverly Hills Properties, Inc., et al*., Case No. BC503462 and BC520587.

(u.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Benitez, et al. v. Aircraft Service International, Inc*., Case No. BC534264.

(v.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Santoyo v. Consolidated Foundries, Inc., et al*., Case No. BC612298.

(w.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Carreon v. Jonathan Louis International, LTD*, Case No. BC543678.

(x.) Superior Court of the State of California, County of Los Angeles, Spring

Street Courthouse, *Garcia, et al. v. American International Industries*, Case No. BC560886.

(y.) Superior Court of the State of California, County of Los Angeles, Central Civil West, *Badios, et al. v. E.M. Pizza, Inc.*, Case No. BC495252.

13. Accordingly, The Nourmand Law Firm, APC has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all class members and aggrieved employees in this litigation. Currently, our firm is acting as lead counsel in over thirty other wage and hour class and PAGA actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 24th day of March 2026, at Beverly Hills, California.

/s/ James A. De Sario
James A. De Sario

EXHIBIT 1

THE NOURMAND
LAW FIRM, APC

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June 30, 2023

PAGA NOTICE AND FILING FEE
SUBMITTED ELECTRONICALLY

Department of Industrial Relations
Attn: Accounting Unit
455 Golden Gate Avenue, 10 Floor
San Francisco, California 94102

Re: California Labor Code §2699 Notice Letter
On Behalf of Aggrieved Employee Jorge Gonzalez Trejo

Employer: Menzies Aviation (USA) Inc.
3500 William D Tate Avenue, Suite 200
Grapevine, Texas 76051

To whom it may concern:

This letter shall constitute Jorge Gonzalez Trejo's ("Mr. Gonzalez") notification under Labor Code §2699.3 (hereinafter, "PAGA Notice"). The $75 filing fee was submitted electronically through the California Labor and Workforce Development Agency / Department of Industrial Relations' website for PAGA filings, along with a copy of this PAGA Notice.

The PAGA Notice concerns Mr. Gonzalez's allegations that his employer, Menzies Aviation (USA) Inc. ("Menzies"), has a policy or practice of not compensating employees for all hours worked, including overtime wages. Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving less than the legal minimum wage...to recover in a civil action the unpaid balance of the full amount of this minimum wage." The applicable Wage Orders obligate employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005)135 Cal. App. 4^{th} 314, 324.

Additionally, Labor Code §510 provides in relevant part: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

Menzies required Mr. Gonzalez, who was employed as a cargo handler, and other non-exempt employees to undergo security checks prior to the start of their work shifts and to work through meal periods without paying them compensation for this time worked. The aforementioned practices by employer would result in the non-payment of overtime wages if the employees worked more than 8 hours a day and/or a minimum wage violation in the event that the employees worked 8 hours or less, since they would not have been compensated at least the prevailing minimum wage for all time worked.

Mr. Gonzalez and other employees must be paid for all "hours worked." Hours worked is "the time during which an employees is subject to the control of an employer, and includes all the time an employee is suffered or permitted to work, whether or not required to do so." *See* Wage Order 9-2001, Subd. 2(K); *see also Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal. 4th 833. "[I]t is only necessary that the worker be subject to the control of the employer in order to be entitled to compensation." *Morillion v. Royal Packing Co.* 22 Cal. 4th 575, 584 (2000). An employee is under the employer's control and entitled to compensation when the employer "'directs, commands or restrains' an employee." *Morillion*, 22 Cal. 4th at 583 (citation omitted).

As held under *Morillion*, determining whether an employee's activity is under the employer's control entitling him or her to compensation depends on the level of control employers exert over employees during the activity: "The level of the employer's control, *rather than the mere fact that the employer requires the employees' activity is determinative*." *Morillion*, 22 Cal.4th at 587 (emphasis added). In *Frlekin v. Apple Inc.* (2020) 8 Cal. 5th 1038, the holding in *Morillion* was reaffirmed. The court in *Frlekin* reasoned its decision by analyzing factors in determining whether an employer has exerted compensable control over employees:

> We also emphasize that whether an activity is required remained probative in determining whether an employee is subject to the employer's control. But, at least with regard to cases involving onsite employer-controlled activities, the mandatory nature of an activity is not the only factor to consider. We conclude that courts may and should consider additional relevant factors—including, but not limited to, the location of the activity, the degree of the employer's control, whether the activity primarily benefits the employee or employer, and whether the activity is enforced through disciplinary measures— when evaluating such employer-controlled conduct.

To be free of the employer's control for purposed of "hours worked," the employee must be free to use his or her time "effectively for his or her own purposes." *Morillion*, 22 Cal.4th at 583. As indicated above, Mr. Gonzalez and other similarly aggrieved employees would undergo security checks before the start of their shifts and would perform work duties during their meal periods without being compensated for this time. Mr. Gonzalez and other employees could not use this time for their own purposes. As such, Menzies exercised sufficient control over Mr. Gonzalez and other non-exempt employees and thus owes them wages for this time.

Furthermore, Labor Code §1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. As set forth above, Menzies failed to compensate Mr. Gonzalez and all non-exempt employees for all hours worked. Accordingly, through PAGA and to the extent permitted by law, Mr. Gonzalez and other employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Mr. Gonzalez and other employees are entitled to penalties under Labor Code § 1199.

Similarly, Labor Code §1194.2 authorizes employees to recover wages to recover liquidated damages for violations of Labor Code § 1194. When an employee, as Mr. Gonzalez and the other non-exempt employees are not paid for all hours worked under Labor Code §1194, the employees may recover minimum wages for the time for which they received no compensation, as well as PAGA penalties for not having received pay for such time.

Consequently, Menzies has violated California Labor Code §§200, 510, 1194, 1194.2, 1197, and 1197.1 based on its practice of not paying Mr. Gonzalez and other non-exempt employees for all the work they performed under the control of Menzies and for all earned overtime wages. Menzies would also be liable for civil penalties pursuant to California Labor Code §§558 and 2698.

Mr. Gonzalez further alleges that Menzies maintains a policy or practice of compelling its employees to work in excess of 5 and 10 hours a day without being afforded uninterrupted 30 minute meal periods. Pursuant to Labor Code §§ 226.7, 512 and applicable Wage Orders, an employer is required to provide meal periods to its non-exempt employees or compensation in lieu thereof, i.e., premium wages. Here, Mr. Gonzalez and other non-exempt employees would be prevented and discouraged from taking their meal periods due to workplace interruptions and from being short-staffed. Mr. Gonzalez and other non-exempt employees were also not provided with second meal periods whenever they worked shifts greater than 10 hours in a day. Mr. Gonzalez was not paid premiums at the regular rate of pay for missed meal periods. Premiums for missed meal periods must be paid at the employee's regular rate of pay, encompassing both hourly wages and all nondiscretionary payments for work performed by the employee. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878 confirmed that the term "regular rate of compensation" in Labor Code § 226.7 has the same meaning as "regular rate of pay" in Labor

Code §510 and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee. This interpretation of Labor Code §226.7 comports with the remedial purpose of the Labor Code and wage orders and with our general guidance that the state's labor laws are to be liberally construed in favor of worker protection. *Id.* Additionally, the application of this holding is applied retroactively. *Id.* at 880. Consequently, Menzies has violated Labor Code §§226.7 and 512. Menzies would also be liable for civil penalties pursuant to Labor Code §§ 558 and 2698.

Mr. Gonzalez also alleges that Menzies maintains a policy or practice of compelling its employees to work over a four-hour period (or a major fraction thereof) without authorizing and permitting them to take a paid ten-minute rest period in which they were completely relieved of all their duties. Pursuant to Labor Code § 226.7 and applicable Wage Orders, an employer is required to provide rest periods to its non-exempt employees or compensation in lieu thereof. Furthermore, Mr. Gonzalez was not paid premium wages at the regular rate of pay for missed rest periods. Premiums for missed rest periods must also be paid at the employee's regular rate of pay, encompassing both hourly wages and all nondiscretionary payments for work performed by the employee. *Ferra*, 11 Cal.5th at 878. Consequently, Menzies has violated Labor Code § 226.7. Menzies would also be liable for civil penalties pursuant to Labor Code § 2698.

As a result of, including but not limited to, Menzies' failure to pay wages for all hours worked and its failure to provide meal and rest periods or compensation in lieu thereof, as described above, it also intentionally failed and continues to fail to furnish employees with itemized wage statements that accurately reflect all hours worked, net and gross wages earned and premium wages due for missed rest periods as required by California Labor Code §226(a). Mr. Gonzalez and other employees also suffered legal "injury" for purposes of Labor Code § 226(e) insofar as they were unable to readily and easily determine the information required to be set forth under Labor Code § 226(a). For example, Mr. Gonzalez and other employees were unable to determine the gross wages earned, net wages earned, and premium wages owed for meal and rest period violations. Please also see *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal.App.5th 773, 788-[holding "a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1).")]; *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 679 (2018)-[finding that the "requirements for a section 226(e) claim do not apply to a PAGA claim for a violation of section 226(a)"]. Consequently, since Menzies failed to comply with Labor Code §226(a), Mr. Gonzalez and other similarly situated employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698.

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Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." Menzies failed to provide Mr. Gonzalez and other employees with accurate itemized wage statements as indicated above. Consequently, since Menzies failed to comply with Labor Code §226(a), Mr. Gonzalez and other employees would be entitled to recover penalties under Labor Code §226.3 and 2698, in lieu of the normal penalties provided for in Section 226.

Menzies has also failed and refused and continues to fail and refuse to timely pay compensation to non-exempt terminated or resigned employees, including but not limited to, all wages owed as a result of Menzies' failure to pay wages for all hours worked and its failure to provide meal periods and rest periods or compensation lieu thereof. Under Labor Code §§ 201-202, an employer must provide an employee wages at the time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203 provides "if an employer willfully fails to pay... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty..." for up to 30 days. Labor Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492. In addition, Labor Code § 256 provides that the Labor Commissioner "shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203. Consequently, Menzies is liable for waiting time penalties for having violated California Labor Code §§ 201, 202 and 203. Menzies would also be liable for civil penalties pursuant to Labor Code § 2698.

Labor Code § 204 expressly requires that "[a]ll wages. . .earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Due to Menzies' failure to pay Mr. Gonzalez and other non-exempt employees on timely and bi-monthly basis for all applicable wages, including overtime and premium wages for missed meal and rest periods (resulting from the faulty compensation practices described above) Menzies failed to pay Mr. Gonzalez and other non-exempt employees all wages owed within 7 days of the close of the payroll period, in accordance with Labor Code §204, on a regular and consistent basis. Labor Code §210 (a) provides that "in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) for any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) for each subsequent violation, or any wilful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

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Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether your office intends to investigate the violations alleged herein. Our office understands that if we do not receive a response from your office within sixty-five (65) calendar days of the postmark date of this notice, that Mr. Gonzalez may immediately thereafter pursue his interests and the interests of similarly situated aggrieved employees with a civil complaint against Menzies for its violations of the Labor Code.

Sincerely,

Ivan P. Medina, Esq.
THE NOURMAND LAW FIRM, APC

cc: Menzies Aviation (USA) Inc. (by U.S. Certified Mail)

EXHIBIT 2

THE NOURMAND
LAW FIRM, APC

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Beverly Hills, California 90211

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June 30, 2023

PAGA NOTICE AND FILING FEE
SUBMITTED ELECTRONICALLY

Department of Industrial Relations
Attn: Accounting Unit
455 Golden Gate Avenue, 10 Floor
San Francisco, California 94102

Re: California Labor Code §2699 Notice Letter
On Behalf of Aggrieved Employee Jorge Gonzalez Trejo

Employer: Aircraft Service International, Inc.
3500 William D Tate Avenue, Suite 200
Grapevine, Texas 76051

To whom it may concern:

This letter shall constitute Jorge Gonzalez Trejo's ("Mr. Gonzalez") notification under Labor Code §2699.3 (hereinafter, "PAGA Notice"). The $75 filing fee was submitted electronically through the California Labor and Workforce Development Agency / Department of Industrial Relations' website for PAGA filings, along with a copy of this PAGA Notice.

The PAGA Notice concerns Mr. Gonzalez's allegations that his employer, Aircraft Service International, Inc. ("ASI"), has a policy or practice of not compensating employees for all hours worked, including overtime wages. Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving less than the legal minimum wage...to recover in a civil action the unpaid balance of the full amount of this minimum wage." The applicable Wage Orders obligate employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005)135 Cal. App. 4th 314, 324.

Additionally, Labor Code §510 provides in relevant part: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

ASI required Mr. Gonzalez, who was employed as a cargo handler, and other non-exempt employees to undergo security checks prior to the start of their work shifts and to work through meal periods without paying them compensation for this time worked. The aforementioned practices by employer would result in the non-payment of overtime wages if the employees worked more than 8 hours a day and/or a minimum wage violation in the event that the employees worked 8 hours or less, since they would not have been compensated at least the prevailing minimum wage for all time worked.

Mr. Gonzalez and other employees must be paid for all "hours worked." Hours worked is "the time during which an employees is subject to the control of an employer, and includes all the time an employee is suffered or permitted to work, whether or not required to do so." *See* Wage Order 9-2001, Subd. 2(K); *see also Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal. 4th 833. "[I]t is only necessary that the worker be subject to the control of the employer in order to be entitled to compensation." *Morillion v. Royal Packing Co.* 22 Cal. 4th 575, 584 (2000). An employee is under the employer's control and entitled to compensation when the employer "'directs, commands or restrains' an employee." *Morillion*, 22 Cal. 4th at 583 (citation omitted).

As held under *Morillion*, determining whether an employee's activity is under the employer's control entitling him or her to compensation depends on the level of control employers exert over employees during the activity: "The level of the employer's control, *rather than the mere fact that the employer requires the employees' activity is determinative*." *Morillion*, 22 Cal.4th at 587 (emphasis added). In *Frlekin v. Apple Inc.* (2020) 8 Cal. 5th 1038, the holding in *Morillion* was reaffirmed. The court in *Frlekin* reasoned its decision by analyzing factors in determining whether an employer has exerted compensable control over employees:

> We also emphasize that whether an activity is required remained probative in determining whether an employee is subject to the employer's control. But, at least with regard to cases involving onsite employer-controlled activities, the mandatory nature of an activity is not the only factor to consider. We conclude that courts may and should consider additional relevant factors—including, but not limited to, the location of the activity, the degree of the employer's control, whether the activity primarily benefits the employee or employer, and whether the activity is enforced through disciplinary measures— when evaluating such employer-controlled conduct.

To be free of the employer's control for purposed of "hours worked," the employee must be free to use his or her time "effectively for his or her own purposes." *Morillion*, 22 Cal.4th at 583. As indicated above, Mr. Gonzalez Trejo and other similarly aggrieved employees would undergo security checks before the start of their shifts and would perform work duties during their meal periods without being compensated for this time. Mr. Gonzalez and other employees could not use this time for their own purposes. As such, ASI exercised sufficient control over Mr. Gonzalez and other non-exempt employees and thus owes them wages for this time.

Furthermore, Labor Code §1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. As set forth above, ASI failed to compensate Mr. Gonzalez and all non-exempt employees for all hours worked. Accordingly, through PAGA and to the extent permitted by law, Mr. Gonzalez and other employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Mr. Gonzalez and other employees are entitled to penalties under Labor Code § 1199.

Similarly, Labor Code §1194.2 authorizes employees to recover wages to recover liquidated damages for violations of Labor Code § 1194. When an employee, as Mr. Gonzalez and the other non-exempt employees are not paid for all hours worked under Labor Code §1194, the employees may recover minimum wages for the time for which they received no compensation, as well as PAGA penalties for not having received pay for such time.

Consequently, ASI has violated California Labor Code §§200, 510, 1194, 1194.2, 1197, and 1197.1 based on its practice of not paying Mr. Gonzalez and other non-exempt employees for all the work they performed under the control of ASI and for all earned overtime wages. ASI would also be liable for civil penalties pursuant to California Labor Code §§558 and 2698.

Mr. Gonzalez further alleges that ASI maintains a policy or practice of compelling its employees to work in excess of 5 and 10 hours a day without being afforded uninterrupted 30 minute meal periods. Pursuant to Labor Code §§ 226.7, 512 and applicable Wage Orders, an employer is required to provide meal periods to its non-exempt employees or compensation in lieu thereof, i.e., premium wages. Here, Mr. Gonzalez and other non-exempt employees would be prevented and discouraged from taking their meal periods due to workplace interruptions and from being short-staffed. Mr. Gonzalez and other non-exempt employees were also not provided with second meal periods whenever they worked shifts greater than 10 hours in a day. Mr. Gonzalez was not paid premiums at the regular rate of pay for missed meal periods. Premiums for missed meal periods must be paid at the employee's regular rate of pay, encompassing both hourly wages and all nondiscretionary payments for work performed by the employee. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878 confirmed that the term "regular rate of compensation" in Labor Code § 226.7 has the same meaning as "regular rate of pay" in Labor Code §510 and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee. This interpretation of Labor Code §226.7 comports with the remedial purpose of the Labor Code and wage orders and with our general guidance that the state's labor laws are to be liberally construed in favor of worker protection. *Id.* Additionally, the application of this holding is applied retroactively. *Id.* at 880. Consequently, ASI has violated Labor Code §§226.7 and 512. ASI would also be liable for civil penalties pursuant to Labor Code §§ 558 and 2698.

Mr. Gonzalez also alleges that ASI maintains a policy or practice of compelling its employees to work over a four-hour period (or a major fraction thereof) without authorizing and permitting them to take a paid ten-minute rest period in which they were completely relieved of all their duties. Pursuant to Labor Code § 226.7 and applicable Wage Orders, an employer is required to provide rest periods to its non-exempt employees or compensation in lieu thereof. Furthermore, Mr. Gonzalez was not paid premium wages at the regular rate of pay for missed rest periods. Premiums for missed rest periods must also be paid at the employee's regular rate of pay, encompassing both hourly wages and all nondiscretionary payments for work performed by the employee. *Ferra*, 11 Cal.5th at 878. Consequently, ASI has violated Labor Code § 226.7. ASI would also be liable for civil penalties pursuant to Labor Code § 2698.

As a result of, including but not limited to, ASI's failure to pay wages for all hours worked and its failure to provide meal and rest periods or compensation in lieu thereof, as described above, it also intentionally failed and continues to fail to furnish employees with itemized wage statements that accurately reflect all hours worked, net and gross wages earned and premium wages due for missed rest periods as required by California Labor Code §226(a). Mr. Gonzalez and other employees also suffered legal "injury" for purposes of Labor Code § 226(e) insofar as they were unable to readily and easily determine the information required to be set forth under Labor Code § 226(a). For example, Mr. Gonzalez and other employees were unable to determine the gross wages earned, net wages earned, and premium wages owed for meal and rest period violations. Please also see *Lopez v. Friant & Assocs., LLC* (2017) 15 Cal.App.5th 773, 788-[holding "a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the 'injury' and 'knowing and intentional' requirements of section 226(e)(1).")]; *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 679 (2018)-[finding that the "requirements for a section 226(e) claim do not apply to a PAGA claim for a violation of section 226(a)"]. Consequently, since ASI failed to comply with Labor Code §226(a), Mr. Gonzalez and other similarly situated employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698.

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Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." ASI failed to provide Mr. Gonzalez and other employees with accurate itemized wage statements as indicated above. Consequently, since ASI failed to comply with Labor Code §226(a), Mr. Gonzalez and other employees would be entitled to recover penalties under Labor Code §226.3 and 2698, in lieu of the normal penalties provided for in Section 226.

ASI has also failed and refused and continues to fail and refuse to timely pay compensation to non-exempt terminated or resigned employees, including but not limited to, all wages owed as a result of ASI's failure to pay wages for all hours worked and its failure to provide meal periods and rest periods or compensation lieu thereof. Under Labor Code §§ 201-202, an employer must provide an employee wages at the time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203 provides "if an employer willfully fails to pay... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty..." for up to 30 days. Labor Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492. In addition, Labor Code § 256 provides that the Labor Commissioner "shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203. Consequently, ASI is liable for waiting time penalties for having violated California Labor Code §§ 201, 202 and 203. ASI would also be liable for civil penalties pursuant to Labor Code § 2698.

Labor Code § 204 expressly requires that "[a]ll wages. . .earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Due to ASI's failure to pay Mr. Gonzalez and other non-exempt employees on timely and bi-monthly basis for all applicable wages, including overtime and premium wages for missed meal and rest periods (resulting from the faulty compensation practices described above) ASI failed to pay Mr. Gonzalez and other non-exempt employees all wages owed within 7 days of the close of the payroll period, in accordance with Labor Code §204, on a regular and consistent basis. Labor Code §210 (a) provides that "in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) for any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) for each subsequent violation, or any wilful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

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Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether your office intends to investigate the violations alleged herein. Our office understands that if we do not receive a response from your office within sixty-five (65) calendar days of the postmark date of this notice, that Mr. Gonzalez may immediately thereafter pursue his interests and the interests of similarly situated aggrieved employees with a civil complaint against ASI for its violations of the Labor Code.

Sincerely,

Ivan P. Medina, Esq.
THE NOURMAND LAW FIRM, APC

cc: Aircraft Service International, Inc. (by U.S. Certified Mail)

EXHIBIT 3

James Desario

From: no-reply@formassembly.com
Sent: Tuesday, March 24, 2026 4:19 PM
To: James Desario
Subject: Thank you for your Proposed Settlement Submission

03/24/2026 04:18:42 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/24/2026 04:18:42 PM your Proposed Settlement was successfully processed for case number LWDA-CM-965555-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

James Desario

From:	no-reply@formassembly.com
Sent:	Tuesday, March 24, 2026 4:22 PM
To:	James Desario
Subject:	Thank you for your Proposed Settlement Submission

03/24/2026 04:21:43 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/24/2026 04:21:43 PM your Proposed Settlement was successfully processed for case number LWDA-CM-965540-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm