

Natalie Mirzayan, Esq. (SBN 272217)
 MIRZAYAN LAW, APLC
 26632 Towne Centre Drive, Suite 300
 Foothill Ranch, California 92610
 Telephone: (949) 285-3550
 mirzayanlaw@outlook.com

Attorneys for PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RODOLFO TORRES, and GERARDO
 SANCHEZ, individually and on behalf of all
 others similarly situated,

Plaintiffs,

v.

JBT AEROTECH CORPORATION, a
 Delaware Corporation; OSHKOSH
 AEROTECH, LLC, a Delaware Corporation;
 JESSICA FRANK, an individual; and DOES
 1 to 50, inclusive

Defendants.

CASE NO.: 25STCV32211

**ASSIGNED FOR ALL PURPOSES TO:
 SAMANTHA JESSNER**

Dept.: 7

**AMENDMENT AS A MATTER OF RIGHT
 PURSUANT TO LAB CODE
 § 2699.3(a)(2)(C) TO ADD THE 18TH CAUSE
 OF ACTION FOR PENALTIES PURSUANT
 TO LABOR CODE § 2699]**

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

- 1. FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF DUTIES (LABOR CODE § 2802);**
- 2. FAILURE TO PAY FOR ACCRUED TIME OFF;**
- 3. FAILURE TO PROVIDE MEAL PERIODS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE§§ 226.7, 512);**
- 4. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE§ 226.7);**
- 5. FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING**

OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198; IWC WAGE ORDER NO.4.);

6. FAILURE TO PAY MINIMUM WAGE LABOR CODE §§ 1197, 1194, 1194.2, 1197.1, LA ADMIN. CODE § 10.37.2;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a);
8. WAITING TIME PENALTIES (VIOLATION OF CALIFORNIA LABOR CODE § 201, 202, 203);
9. INJUNCTIVE RELIEF;
10. UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200-17208;
11. FAILURE TO PROVIDE PERSONNEL RECORDS (CAL. LAB CODE § 1198.5);
12. RELIGIOUS DISCRIMINATION IN VIOLATION OF FEHA;
13. FAILURE TO PROVIDE RELIGIOUS ACCOMMODATION/ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS FOR RELIGIOUS ACCOMMODATION IN VIOLATION OF FEHA;
14. RETALIATION IN VIOLATION OF FEHA;
15. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
16. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF GOVERNMENT CODE §12940(h,l);
17. RETALIATION FOR WHISTLEBLOWING UNDER CALIFORNIA CODE § 1102.5;
18. PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF LABOR CODE §§ 1102.5, 2802, 246, 247.5, 226.7, 512, 510, 1194, 1198, 1197, 1194, 1194.2, 1197.1, 226, 226.3, 201, 202, 203.

[CLASS ACTION]

UNLIMITED JURISDICTION

REQUEST FOR JURY TRIAL ON ALL ISSUES AND CAUSES OF ACTION

INTRODUCTION

1
2 1. This is a class action, pursuant to California Code of Civil Procedure § 382, and a
3 representative action pursuant to Labor Code Private Attorneys General Act of 2004, codified at
4 Labor Code § 2698 et seq., (“PAGA”) brought by plaintiffs, Rodolfo Torres (“Torres”), and
5 Gerardo Sanchez (“Sanchez”) (collectively “PLAINTIFFS”), on behalf of themselves and all others
6 similarly situated current and former employees in the State of California, and the general public
7 (hereinafter the “CLASS” hereby allege and complaint against defendants JBT Aerotech
8 Corporation (“JBT”), a Delaware Corporation; OSHKOSH AERO TECH, LLC, (“OSHKOSH”) a
9 Delaware Corporation; JESSICA FRANK (“FRANK”) an Individual; and DOES 1-50 (hereinafter
10 collectively referred to as (“DEFENDANTS”) to recover, damages, restitution, injunctive relief,
11 civil and statutory penalties for failure to comply with various California Labor Code sections and
12 the Industrial Welfare Commission Wage Orders 4-2001, (“IWO 4”), interest, attorneys’ fees, and
13 costs and any other appropriate relief for DEFENDANTS’ violations of laws.

THE PARTIES

A. Plaintiffs

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16 2. PLAINTIFFS are individuals residing in Los Angeles, State of California. Torres
17 worked for DEFENDANTS from approximately January 15, 2018 until approximately November
18 8, 2024. Sanchez worked for DEFENDANTS from approximately October 17, 2022 to
19 approximately January 7, 2025. Torres was misclassified as an exempt employee. Torres worked
20 for DEFENDANTS at Airport Services Division, at Los Angeles International Airport (“LAX”)
21 located at 200 World Way, Los Angeles, CA 90045. Sanches worked for DEFENDANTS at
22 Airport Services Division, at the Ontario International Airport (“ONT”).

B. Defendants

23
24 3. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and
25 thereon allege that JBT is, and at all times relevant hereto was, a corporation organized and existing
26 under and by virtue of the laws of the State of Delaware. PLAINTIFFS are further informed and
27 believe, and thereon allege that JBT is registered and authorized to conduct business in the State of
28 California and does conduct business in the State of California.

1 4. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and
2 thereon allege that OSHKOSH is, and at all times relevant hereto was, limited liability corporation
3 organized and existing under and by virtue of the laws of the State of Delaware. PLAINTIFFS are
4 further informed and believe, and thereon allege that OSHKOSH is registered and authorized to
5 conduct business in the State of California and conducts business in the State of California.

6 5. PLAINTIFFS are informed and believe, and based thereon allege, that at all times
7 mentioned herein Defendant JESSICA FRANK (“FRANK”) is a resident of the State of California,
8 county of Los Angeles. PLAINTIFFS are informed and believe, and thereon allege, that Defendant
9 FRANK is the Site Manager, directly overseeing, controlling, and managing *all* of
10 DEFENDANTS’ operation at ONT and exercised significant control over Sanchez’ and the
11 CLASS’ overall working conditions. FRANK was the highest-ranking individual that supervised
12 *all* of the employees at ONT. PLAINTIFFS are informed and believe, and thereon allege, that
13 FRANK permitted, authorized, approved, and ratified the wrongful acts and practices against the
14 Sanchez and the CLASS. Specifically, FRANK had the authority to hire and terminate Sanchez
15 and members of the CLASS; to set work rules and conditions governing Sanchez and CLASS
16 members’ employment; and to supervise their daily employment activities.

17 6. FRANK violated or caused the violations alleged herein because she created,
18 implemented, directed and/or enforced DEFENDANTS’ unlawful employment practices and
19 policies, including but not limited to, failure to authorize meal and rest break periods, failure to pay
20 for all hours worked, failure to pay wages upon termination of employment, failure to indemnify
21 employees for work related expenses, and other unlawful conduct as alleged herein.

22 7. DEFENDANTS employed FRANK with a conscious disregard of the rights of
23 others and authorized and ratified her conduct alleged herein.

24 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
25 PLAINTIFFS therefore sue said DOE defendants by fictitious names. PLAINTIFFS will amend
26 this Complaint to show their true names and capacities when they have been ascertained. The
27 defendants, and each of them, were alter egos of each other and/or engaged in a joint enterprise
28 with each other. Additionally, all of the defendants were joint employers of the PLAINTIFFS.

1 Hereinafter in this Complaint, unless otherwise specified, reference to DEFENDANTS, shall refer
2 to JBT, OSHKOSH, FRANK, and DOES 1-50, and each of them.

3 9. PLAINTIFFS are informed and believe, and based thereon allege that at all times
4 herein mentioned, that each of the DEFENDANTS are liable as an “employer” and/or “person” for
5 the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and
6 §18. Specifically, DEFENDANTS, including but not limited to FRANK’s conduct formed a
7 significant basis for the PLAINTIFFS’ claims alleged herein because FRANK supervised 100% of
8 the employees in the ONT location.

9 10. At all relevant times herein, PLAINTIFFS were employed by DEFENDANTS under
10 employment agreements that were partly written, partly oral, and partly implied. In perpetrating the
11 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in
12 furtherance of their policies and practices, *inter alia*, of failing to indemnify PLAINTIFFS for
13 expenditures in discharge of their duties; failing to provide accurate itemized wage statements for
14 each pay period; failing to pay the for all hours worked; and failing to pay wages upon termination
15 of employment.

16 11. PLAINTIFFS are informed and believe, and based thereon allege that at all times
17 relevant herein, each of the DEFENDANTS named herein was an employer, was the principle,
18 agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
19 corporation, successor in interest and/or predecessor in interest of each of the other
20 DEFENDANTS named herein, and, in doing the acts and in carrying out the wrongful conduct
21 alleged herein, was engaged with some or all of the other DEFENDANTS in a joint enterprise for
22 profit, and bore such other relationships to some or all of the other DEFENDANTS so as to be
23 liable for their conduct with respect to the matters alleged in this Complaint. PLAINTIFFS are
24 further informed and believe and thereon allege that each of the DEFENDANTS acted pursuant to
25 and within the scope of the relationships alleged above, and that at all relevant times, each of the
26 DEFENDANTS knew or should have known about, authorized, ratified, adopted, approved,
27 controlled, aided and abetted the conduct of all other DEFENDANTS.

28 12. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,

1 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
2 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
3 the permission and consent of each of the other DEFENDANTS.

4 13. PLAINTIFFS are informed and believe and thereon allege that each and every acts
5 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
6 acting as agents and/or employees, and/or under the directions and control of each of the other
7 DEFENDANTS, and that said acts and failure to act were within the course and scope of said
8 agency, employment and/or directions and control.

9 14. PLAINTIFFS are informed and believe and thereon allege that, at all times material
10 herein, JBT and OSHKOSH, knew or reasonably should have known that unless it intervened to
11 protect the PLAINTIFFS, and to adequately supervise, prohibit, control, regulate, discipline, and/or
12 otherwise penalize the conduct of the remaining defendants, FRANK, and other employees
13 perceived the conduct and omissions as being ratified and condoned.

14 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
15 PLAINTIFFS have suffered and continue to suffer from loss of earnings in amounts as yet
16 unascertained, but subject to proof at trial and within the jurisdiction of this Court.

17 **JURISDICTION**

18 16. This Court is the proper court, and this action is properly filed in the Superior Court
19 of the State of California, County of Los Angeles, because DEFENDANTS operate and transact
20 business in the County of Los Angeles, and because DEFENDANTS' illegal policies and practices
21 which are the subject of this action were applied to the PLAINTIFFS in the County of Los Angeles.

22 **FACTUAL BACKGROUND**

23 17. This is a Class Action and Representative Action, brought pursuant to California
24 Code of Civil Procedure §382, California Business and Professions Code § 17200 et seq., and the
25 PAGA, California Labor Code § 2698 *et seq.*

26 18. PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of
27 himself/herself and other current and former employees to address an employer's violations of the
28 California Labor Code.

1 19. PLAINTIFFS are aggrieved employees, within the meaning of the statute, who
2 bring this action on behalf of themselves and other current and former employees of
3 DEFENDANTS to address DEFENDANTS' violations of the California Labor Code.

4 20. PLAINTIFFS were initially covered by JBT's policies; thereafter, by OSHKOSH's
5 policies, including but not limited to their Paid Time Off ("PTO") policies.

6 21. PLAINTIFFS and the Class incurred costs that were reasonable and necessary in
7 direct consequence of the discharge of their duties for DEFENDANTS' benefit; however,
8 DEFENDANTS failed to reimburse them for the necessary expenses incurred including but limited
9 to the use of their personal cellphones, internet to communicate with DEFENDANTS, the tools
10 required to perform their job function, and costs of laundering their uniforms. By their actions as
11 stated herein, DEFENDANTS violated Section 2802 of the California Labor Code.

12 22. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
13 knew or should have known that PLAINTIFFS and the CLASS were entitled to meal periods in
14 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates
15 of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and
16 that PLAINTIFFS and CLASS were not provided with all meal periods or payment of one (1)
17 additional hour of pay at their regular rates of pay when they did not receive a timely,
18 uninterrupted, thirty (30) minute meal period.

19 23. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
20 knew or should have known that PLAINTIFFS and the CLASS were entitled to rest periods in
21 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional
22 hour of pay at their regular rates of pay when they were not provided with a compliant rest period
23 and that PLAINTIFFS and CLASS were not provided compliant rest periods or payment of one (1)
24 additional hour of pay at their regular rates of pay when they were not provided a compliant rest
25 period.

26 24. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
27 knew or should have known that California law further requires employers to fully relieve
28 employees from all job duties while on meal and rest breaks. However, DEFENDANTS instituted

1 and maintained policies requiring PLAINTIFFS and the CLASS to keep their personal cellphones
2 on them, including while on their meal and rest breaks, to communicate with DEFENDANTS. As
3 a result of DEFENDANTS' policies and practices, class members were not fully relieved from
4 their work duties while on their meal and rest breaks in clear violation of California law.

5 25. DEFENDANTS' PTO Policies at LAX fail to comply with California law and Los
6 Angeles Administrative Code § 10.37.2(b)¹ for several reasons: (1) the PTO Policy prohibits
7 employees from carrying over their accrued PTO; (2) fails to pay employees for their unused PTO
8 upon the termination of their employment; (3) fails to permit employees to use accrued PTO after
9 the first 90 days of employment; (4) fails to provide the employees with the option of cashing out
10 any portion of, or all of, the employee's accrued compensated time off; (5) the policy continues to
11 implement "Cliff Vesting" policy because it grants employees a lump sum of PTO upon reaching
12 certain dates (e.g., on quarterly basis), by doing so it is *improperly limiting* their liability of having
13 to pay out a pro rata share of the accrued vacation if the employee does not work until the date in
14 which the vacation is granted; (6) the PTO accrual system in LAX does not comply with the
15 required accrual rate as specified in § 10.37.2(b) of the Los Angeles Administrative Code (*i.e.*, at
16 least 96 compensated hours off per year for sick leave, vacation or personal necessity at the
17 employee's request, and an additional 80 hours of uncompensated time off for personal or
18 immediate family illness when the compensated time off is exhausted); (7) DEFENDANTS fail to
19 maintain accurate records documenting employees' accrued and paid sick leave in violation of Lab.
20 Code § 247.5 (a); (8) DEFENDANTS unreasonably deny employees their request to use their paid
21 sick leave and coerce them to use their PTO and improperly inform employees that the 96 hours
22 compensated time pursuant to LWO can *only be used for sick leave with 2 weeks' notice*.

23 26. Similarly, at the ONT location, DEFENDANTS do not comply with the
24 requirements of California law and paid sick leave.

25
26
27
28 ¹ Often referred in this Complaint as the "LWO".

1 27. Additionally, upon information and belief, DEFENDANTS failed to maintain
2 records documenting PLAINTIFFS' accrued and used sick leave in violation of Labor Code §
3 247.5(a).

4 28. Specifically, Labor Code Labor Code § 247.5 states:

5 (a) An employer shall keep for at least three years records documenting the hours worked
6 and paid sick days accrued and used by an employee, and shall allow the Labor
7 Commissioner to access these records pursuant to the requirements set forth in Section
8 1174 . An employer shall make these records available to an employee in the same manner
9 as described in Section 226. If an employer does not maintain adequate records pursuant to
10 this section, it shall be presumed that the employee is entitled to the maximum number of
11 hours accruable under this article, unless the employer can show otherwise by clear and
12 convincing evidence.

13 29. DEFENDANTS engage in a policy and practice of failing to maintain payroll
14 records, and records pertaining to current and former employees within the state as provided in
15 section 1174(c). Labor Code section 1174(d) requires an employer to keep, at a central location in
16 *the state* or at the plants or establishments at which employees are employed, payroll records
17 showing the hours worked daily by, and the wages paid to employees employed at the respective
18 plants or establishments. These records shall be kept on file for not less than three years.

19 30. DEFENDANTS willfully failed to permit the PLAINTIFFS to inspect or copy their
20 *entire* personnel records within 30 calendar days of their request in direct violation of Cal. Lab.
21 Code § 1198.5.

22 31. DEFENDANTS also failed to comply with Lab Code 226(b) by failing to produce
23 PLAINTIFFS' wage statement pursuant to a written request to inspect and/or receive a copy of the
24 records. For example, counsel for Sanchez submitted a signed written request to obtain his wage
25 statements; however, DEFENDANTS failed to produce the wage statements within 21 calendar
26 days from the date of the request in direct violation of Lab Code 226.

27 32. PLAINTIFFS and the CLASS have been harmed by DEFENDANTS' unlawful
28 business policies and practices in that they have had their earned wages be subject to unlawful
forfeiture, as alleged herein, thereby diminishing their agreed-upon compensation, in amounts to be
proven at trial.

1 33. As a direct result of DEFENDANTS' violations alleged herein, PLAINTIFFS and
2 the CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to
3 be shown according to proof at trial and within the jurisdiction limitations of this Court.

4 34. Sanchez requested Sundays off so he can attend church service and religious
5 practices based on his sincerely held religious beliefs and he requested reasonable accommodation.
6 Sanchez received a denial of his request stating that no reasonable accommodation will be provided
7 because doing so would create undue hardship on the business and customer. The blanket denial to
8 Sanchez fails to address any specifics supporting the denial and fails to demonstrate any undue
9 hardship giving cause for the refusal to provide reasonable accommodation.

10 35. The blanket denial to Sanchez requesting an accommodation evidences an
11 intentional disregard of the request and constitutes a violation of Sanchez' rights under state law.

12 36. California Government Code § 12900 et seq. provides broad workplace protections
13 for people of sincere religious faith. For instance, it is unlawful for an employer to "exclude or to
14 suspend an employee, or otherwise to discriminate against, any individual because of his race,
15 color, religion, sex, or national origin." Within this framework, California law requires an
16 employer to reasonably accommodate an employee's sincere religious beliefs, observances and
17 practices, unless such an accommodation would impose an undue hardship, which it doesn't in this
18 case given the number of employees OSHKOSH employees.

19 37. "Religion" in the employment context is generally defined as all aspects of religious
20 and/or spiritual observance and practice, as well as belief. In view of this broad definition by the
21 California Legislature, it cannot be said that any employer may legally or constitutionally require
22 an employee to belong to any "bona-fide" religious organization as a condition for receiving an
23 accommodation. At the very most, an employer may only require that an employee's asserted
24 religious beliefs be sincere. Accordingly, while the employers may compel an employee to
25 articulate what his religious beliefs are, they are prohibited from requiring the employee to prove
26 that such beliefs are logical, widely acceptable, consistent, or even comprehensible.

27 38. Sanchez in good faith submitted his request for religious accommodation requesting
28 that OSHKOSH allow him a day off on Sundays so he can attend church service and religious

1 practices along with his family and fellow Christians; however, OSHKOSH failed to engage in the
2 interactive process, failed to provide reasonable accommodation, and unlawfully claiming undue
3 hardship without any facts.

4 39. In issuing its denial letter to accommodate Sanchez, OSHKOSH claims that it
5 cannot provide an accommodation due to undue hardship. Government Code § 12926(u) provides
6 the definition of “undue hardship” as follows:

7 “Undue hardship” means an action requiring significant difficulty or expense,
8 when considered in light of the following factors: (1) The nature and cost of the
9 accommodation needed. (2) The overall financial resources of the facilities
10 involved in the provision of the reasonable accommodations, the number of
11 persons employed at the facility, and the effect on expenses and resources or the
12 impact otherwise of these accommodations upon the operation of the facility. (3)
13 The overall financial resources of the covered entity, the overall size of the
14 business of a covered entity with respect to the number of employees, and the
15 number, type, and location of its facilities. (4) The type of operations, including the
16 composition, structure, and functions of the workforce of the entity. (5) The
17 geographic separateness or administrative or fiscal relationship of the facility or
18 facilities.

19 40. As to what an “undue hardship” entails, an employer must provide factual evidence
20 that co-workers of an accommodated employee will be significantly imposed upon, or that a
21 material disruption of the work routine will occur. Mere hypothetical scenarios of what could
22 happen if an employee is granted an accommodation are wholly insufficient. If the employee
23 proves a prima facie case and the employer fails to initiate an accommodation for the religious
24 practices, the burden is then on the employer to prove it will incur an undue hardship if it
25 accommodates that belief.

26 41. To further clarify, CACI 2561. Religious Creed Discrimination – Reasonable
27 Accommodation - Affirmative Defense - Undue Hardship (Gov. Code, §§ 12940(l)(1), 12926(u))
28 provides that when the defendant claims accommodating the employee’s religious beliefs would
create an undue hardship to the operation of its business, the defendant must prove that it
considered reasonable alternative options for accommodating the religious belief, including asking
other employees to switch schedules with Sanchez, and it did not adopt such measures because it
would be significantly difficult or expensive.

1 42. OSHKOSH in stating it's claim of undue hardship, completely fails to provide
2 factual evidence to support its claim and it fails to identify any condition or circumstance that
3 satisfies the definition of undue hardship as set forth in California Government Code or CACI jury
4 instructions. OSHKOSH fails to point to a single action requiring significant difficulty or expense.
5 OSHKOSH fails to identify these conditions because they are not present. Instead, OSHKOSH
6 relies on mere hypothetical scenarios.

7 **CLASS ACTION ALLEGATIONS**

8 43. PLAINTIFFS bring this lawsuit as a class action under Cal. Code Civ. Proc. Section
9 382, California Business and Professions Code § 17200 et seq., and the PAGA, California Labor
10 Code § 2698 *et seq.*, on behalf of themselves and all persons within the class ("CLASS") as
11 follows:

12 **THE CLASS**

13 44. All current and former employees, who were employed by DEFENDANTS in the
14 State of California for a period of time within the four (4) years preceding the filing of this action
15 until the time of trial, "THE RELEVANT TIME PERIOD" in any position who were subject to
16 DEFENDANTS' unlawful policies as stated herein, these positions, include but are not limited to,
17 Administrative Assistant, Work Order Coordinator, Customer Service Representative, Assistant
18 Site Manager, Assistant Supervisor, AOA Manger, BMU Supervisor, Safety/Health Coordinator,
19 Electrician, General Maintenance, General Operator, Jam Clear Technician, Carpenter, Plumber,
20 Locksmith, AVAC Technician, Facilities Technician, Facilities Maintenance Technician,
21 Maintenance, Baggage Handling, Custodia, Machinery Repair Technician, Painter, Warehouse
22 Technician, Welder, Warehouse Associate, Conversion, Field Svc, Equipment Support Specialists,
23 or similar titles.

24 45. PLAINTIFFS reserve the right under Rule 3.765, California Rules of Court, to
25 amend or modify the CLASS description with greater specificity or further division into subclasses
26 or limitations to particular issues.

1 46. Pursuant to Los Angeles Administrative Code § 10.37, Torres seeks a sub-class of
2 employees who worked in Los Angeles who were entitled to a higher minimum wage and
3 enhanced paid sick leave rights.

4 47. This action has been brought and may properly be maintained as a class action under
5 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community
6 of interest in the litigation and the proposed CLASS is easily ascertainable. This action is
7 appropriately suited for a Class Action because:

8 48. **Ascertainable Class:** The CLASS is ascertainable in that its members may be
9 identified and located using information contained in DEFENDANTS' personnel records.

10 49. **Numerosity:** The potential members of the CLASS as defined are so numerous that
11 joinder of all members of the CLASS is impracticable. While the precise size of the CLASS has
12 not been ascertained at this time, PLAINTIFF is informed and believes, and based thereon allege,
13 that DEFENDANTS currently employee, and during THE RELEVANT TIME PERIOD employed,
14 well over 400 persons in the State of California who fall within the CLASS definition.

15 50. Accounting for employees' turnover during THE RELEVANT PERIOD necessarily
16 increases this number. PLAINTIFFS allege that DEFENDANTS' employment records would
17 provide information as to the number and location of members of the CLASS. Joinder of members
18 of the CLASS is not practicable.

19 51. **Common Questions of Fact or Law:** This action involves questions of law and fact
20 common to the CLASS that predominate over questions affecting only individual class members.
21 The common questions of law and fact focuses on DEFENDANTS' systematic course of illegal
22 practices and policies, which were applied to the entire CLASS in violation of the California Labor
23 Code, IWC Orders, Los Angeles Administrative Code § 10.37, the California Business and
24 Professions Code, which prohibits unfair business practices arising from such violations, and the
25 PAGA. These common questions of law and fact include, without limitations:

- 26 a. Whether DEFENDANTS failed to reimburse PLAINTIFFS for expenses incurred in
27 the performance of their job duties, in violation of Labor Code § 2802;
28 b. Whether DEFENDANTS are subject to the requirements of Wage Order 4-2001,

1 section 9(B);

- 2 c. Whether DEFENDANTS failed to pay PLAINTIFFS the minimum wage as mandated
3 by state and local laws;
- 4 d. Whether DEFENDANTS failed to maintain for at least three years records
5 documenting PLAINTIFFS' accrued and used sick leave in violation of Labor Code §
6 247.5(a)²;
- 7 e. Whether DEFENDANTS failed to issue accurately itemized wage statements to
8 PLAINTIFFS, in violation of Labor Code §§ 226(a);
- 9 f. Whether DEFENDANTS paid PLAINTIFFS their final wages beyond the time frames
10 set forth in Labor Code §§ 201-203.

11 52. **Typicality:** The claims of the PLAINTIFFS are typical of the CLASS because
12 DEFENDANTS subjected all of their employees to identical violations of the California Labor
13 Code, the PAGA and California Business and Professions Code by, *inter alia*, failing to reimburse
14 PLAINTIFFS for reasonable expenses incurred in the discharge of their duties; failing to properly
15 maintain PLAINTIFFS' records; failing to provide PLAINTIFFS accurate itemized statements for
16 each pay period; and failing to provide PLAINTIFFS with accrued PTO.

17 53. **Adequacy of Representation:** PLAINTIFFS are fully prepared to take all necessary
18 steps to represent fairly and adequately the interest of the members of the CLASS. PLAINTIFFS
19 have no interests that are adverse to the interests of the CLASS. PLAINTIFFS' attorneys are ready,
20 able and willing to fully and adequately represent the CLASS and PLAINTIFFS.

21 54. **Superiority of Class Action:** A class action is superior to other available means for
22 the fair and efficient adjudication of this controversy. Individual joinder of all proposed members
23 of the CLASS is not practicable, and questions of law and fact common to the proposed CLASS
24 predominate over any questions affecting only individual members of the proposed CLASS. Each
25 member of the proposed CLASS has been damaged and is entitled to recovery by reason of
26 DEFENDANTS' illegal policies and/or practices.

27 ² PLAINTIFFS allege a violation of California Business and Professions Code, which prohibits
28 unfair business practices arising from such violations, and the PAGA.

1 55. Class action treatment will allow those similarly situated persons to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the management
4 of this action that would preclude its maintenance as a class action. Individualized litigation would
5 also present the potential for inconsistent or contradictory judgments, in addition of duplication of
6 efforts and expenses.

7 **PLAINTIFFS' EXHAUSTION OF THEIR ADMINISTRATIVE REMEDIES**

8 56. Pursuant to the PAGA, codified at Labor Code, Section 2698 *et seq.*, PLAINTIFFS
9 provided a timely written notice in the manner required by Labor Code §2699.3 of the alleged
10 violations. Specifically, on October 31, 2025, PLAINTIFFS complied with the administrative
11 requirements by notifying DEFENDANTS via certified U. S. Mail, and by electronic mail to Labor
12 and Workforce Development Agency ("LWDA") (a true and correct copy is attached and
13 incorporated by reference as Exhibit "1"). Sixty-five (65) days elapsed after PLAINTIFFS'
14 notification letter was sent to LWDA, and PLAINTIFFS' counsel received no notice from LAWD
15 stating their intention to investigate or prosecute the claims. Therefore, PLAINTIFFS allege the
16 right to proceed, as a matter of right, with all remedies provided by law on PLAINTIFFS'
17 Complaint herein, with civil and all statutory penalties which are collectible by PLAINTIFFS under
18 the provisions of Labor Code §§ 2698-2699.5, PAGA. Additionally, the notice filed with LWDA
19 was accompanied by a filing fee of seventy-five dollars (\$75) pursuant to § 2699.3(c)(1)(B).

20 57. Finally, Sanchez has also satisfied the administrative prerequisites prior to the
21 institution of this action. Specifically, Sanchez filed a charge with the California Civil Rights
22 Department ("CCRD") against OSHKOSH and FRANK for the wrongful acts alleged herein, and
23 was issued a right-to-sue letter by CCRD. A true and correct copy is attached hereto and
24 incorporated by reference as Exhibit "2".

25 **FIRST CAUSE OF ACTION**
26 **FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF**
27 **DUTIES (LABOR CODE § 2802)**
28 **(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

58. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs

1 as though fully set forth in this cause of action, and incorporate them by reference, and further
2 allege:

3 59. Cal. Lab. Code §2802(a) provides in relevant part that: “An employer shall
4 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
5 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
6 of the employer....”

7 60. DEFENDANTS required the PLAINTIFFS and members of the CLASS to use their
8 personal cellphones and home internet to communicate business-related messages to employees,
9 required employees to purchase and use their own tools that were necessary to perform their job
10 function, and failed to reimburse them for the necessary and reasonable cost of laundering their
11 uniforms. Simply having a reimbursement policy is not enough if companies fail to engage in
12 efforts to encourage reimbursement requests and audit reimbursement entitlements.

13 61. By their actions as alleged herein, DEFENDANTS violated § 2802 of the California
14 Labor Code and California Code of Regulations, title 8 section 11040.

15 62. During THE RELEVANT TIME PERIOD, as a result of the unlawful acts of
16 DEFENDANTS, PLAINTIFFS and the CLASS have incurred expenditures and losses in an
17 amount to be determined at trial.

18 63. Pursuant to California Labor Code § 2802, DEFENDANTS are required to fully
19 reimburse PLAINTIFFS and members of the CLASS for all out-of-pocket expenses incurred by
20 them in the performance of their job duties.

21 64. Pursuant to Labor Code § 2802, PLAINTIFFS and members of the CLASS are
22 entitled to recover from DEFENDANTS the full amount of the expenses they incurred in the
23 performance of their job duties, plus interest, reasonable attorneys’ fees, and costs of suit, and
24 penalties.

25 65. As a direct and proximate result of DEFENDANTS’ unlawful failure to reimburse
26 PLAINTIFFS and the CLASS, PLAINTIFFS and the CLASS suffered, and will continue to suffer,
27 damages in amounts according to proof at the time of trial.

28 66. In failing to reimburse PLAINTIFFS and the CLASS, DEFENDANTS acted

1 maliciously, oppressively, and despicably, with the wrongful intention of causing injury and
2 hardship to PLAINTIFFS and the CLASS by reaping economic gain at PLAINTIFFS and the
3 CLASS' expenses, in willful and conscious disregard of PLAINTIFFS' statutory and regulatory
4 rights.

5 WHEREFORE, PLAINTIFFS and the CLASS seek to request relief as described below.

6
7 **SECOND CAUSE OF ACTION**
8 **FAILURE TO PAY FOR ACCRUED TIME OFF**
9 **VIOLATION OF CALIFORNIA LABOR CODE § 227.3 AND LOS ANGELES**
10 **ADMINISTRATIVE CODE § 10.37**
11 **(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

12 67. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
13 as though fully set forth in this cause of action, and incorporate them by reference, and further
14 allege:

15 68. DEFENDANTS PTO Policies fail to comply with California law and Los Angeles
16 Administrative Code § 10.37.2(b) for several reasons as stated above.

17 69. PLAINTIFFS and the CLASS worked sufficient amount of time for DEFENDANTS
18 to earn PTO and paid sick leave.

19 70. It is established that vacation pay is not a gratuity or a gift, but is, in effect,
20 additional wages for services performed. (*People v. Bishopp* (1976) 56 Cal. App. 3d Supp. 8, 11.
21 PTO is earned by labor performed throughout the year, and "vests" as it is earned. Thus, an
22 employee who works for some part of a year has a "vested" right to a proportionate share of his or
23 her vacation pay. "[V]acation pay is simply a form of deferred compensation. It would seem clear
24 that the purpose of [providing vacation pay] is to offer a reward of additional wages for constant
25 and continuous service.... there is an 'increasingly complex use of compensation in the form of
26 "fringe benefits," some types of which inherently are not payable until a time subsequent to the
27 work which earned the benefits. . . . " (233 F.2d at p. 110.)" *Suastez v. Plastic Dress-Up Co.*, 31
28 Cal. 3d 774, 779-780 citing *Posner v. Grunwald-Marx, Inc.* (1961) 56 Cal.2d 169, 186. "A
vacation with pay is in effect additional wages. It involves a reasonable arrangement to secure the
well being of employees and the continuance of harmonious relations between employer and

employee." (*In re Wil-Low Cafeterias* (2d Cir. 1940) 111 F.2d 429, 432.) The consideration for an annual vacation is the employee's year-long labor. Only the time of receiving these "wages" is postponed. (*Ibid.*)

71. Furthermore, DEFENDANTS have consistently misappropriated PLAINTIFFS' PTO hours by providing them with only part of what they are entitled to receive, forfeiting vested hours, and failing to keep accurate record of vested PTO hours. PLAINTIFFS have no way of knowing the hours of vested PTO as DEFENDANTS do not provide PLAINTIFFS with written notice that sets forth the amount of PTO that has accrued on the employee's itemized wage statement nor in a separate writing provided on the designated pay date with the employee's payment of wages. Upon PLAINTIFFS' inquiry with DEFENDANTS as to their accrued hours, DEFENDANTS continue to misinform them of their available PTO hours and denies them their right to use it.

72. DEFENDANTS' conduct as described herein constitutes a violation of California law, § 10.37.2(b) of the Los Angeles Administrative Code, as described above, and California Labor Code § 227.3 because it causes PLAINTIFFS and the CLASS to unlawfully forfeit their earned PTO wages.

73. PLAINTIFFS and the CLASS have been damaged by DEFENDANTS' seizure of their PTO wages and are entitled to repayment of those wages with interest thereon at the legal rate.

74. DEFENDANTS' seizure of the PLAINTIFFS' and the CLASS' PTO was knowing and willful. DEFENDANTS have failed and refused to repay the PTO wages that it has unlawfully collected and received from PLAINTIFFS and the CLASS.

WHEREFORE, PLAINTIFFS and the CLASS seek to request relief as described below.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512)
(AGAINST ALL DEFENDANTS)

75. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

1 76. During the RELEVANT TIME PERIOD, the IWC Wage Order and California
2 Labor Code sections 226.7 and 512 were applicable to PLAINTIFFS and the CLASS employed by
3 DEFENDANTS.

4 77. During the RELEVANT TIME PERIOD, Sanchez and the CLASS were “non-
5 exempt” employees of DEFENDANTS, and Torres was misclassified as “exempt”, and did not
6 receive meal periods or premium pay in lieu of meal periods.

7 78. By failing to comply with IWC Wage Order and California Labor Code sections
8 226.7 and 512, DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and
9 benefits of the laws governing meal periods.

10 79. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of, and
11 under a duty to comply with, California Labor Code §§226.7 and 512.

12 80. California Labor Code §226.7 provides:

13 “(a) No employer shall require any employee to work during any meal or rest period
14 mandated by an applicable order of the Industrial Welfare Commission.

15 (b) If an employer fails to provide an employee a meal period or rest period in accordance
16 with an applicable order of the Industrial Welfare Commission, the employer shall pay the
17 employee one additional hour of pay at the employee’s regular rate of compensation for
18 each work day that the meal or rest period is not provided.”

19 Moreover, California Labor Code §512 provides:

20 An employer may not employ an employee for a work period of more than five hours per
21 day without providing the employee with a meal period of not less than 30 minutes, except
22 that if the total work period per day of the employee is no more than six hours, the meal
23 period may be waived by mutual consent of both the employer and employee. An employer
24 may not employ and employee for a work period of more than 10 hours per day without
25 providing the employee with a second meal period no not less than 30 minutes, except that
26 if the total hours worked is no more than 12 hours, the second meal period maybe waived
27 by mutual consent of the employer and the employee only if the first meal period was not
28 waived.

29 81. Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all
30 applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in
31 pertinent part:

32 “No employer shall employ any person for a work period of more than of not less than 30
33 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the
34 meal period shall be considered an “on duty” meal period and counted as time worked.

1 If an employer fails to provide an employee a meal period in accordance with the applicable
2 provisions of this order the employer shall provide the employee one (1) hour of pay at the
employee 's regular rate of compensation for each workday that the meal period is not
provided.

3 82. PLAINTIFFS and the CLASS regularly and consistently worked eight (8) hours or
4 more per day but were not provided an uninterrupted, thirty-minute meal period within the first five
5 hours of work each day. By failing to consistently provide PLAINTIFFS and each member of the
6 CLASS an uninterrupted thirty-minute meal period within the first five hours of work each day,
7 DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions.

8 83. During the RELEVANT TIME PERIOD, DEFENDANTS intentionally and
9 willfully required PLAINTIFFS and the CLASS to work during meal periods and failed to
10 compensate PLAINTIFFS and the CLASS the full meal period premium for work performed
11 during meal periods.

12 84. PLAINTIFFS are informed and believe and, on that basis, allege, that
13 DEFENDANTS failed to pay the one-hour compensation as a premium payment to PLAINTIFFS
14 or any member of the CLASS for all missed or interrupted meal breaks due to their violation of the
15 California Labor Code and applicable IWC Wage Order provisions.

16 85. DEFENDANTS' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7 and 512(a).

18 86. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth
19 herein, PLAINTIFFS and the CLASS have sustained damages including loss of compensation
20 resulting from missed meal periods, in an amount to be established at trial.

21 87. Pursuant to applicable IWC Wage Order and California Labor Code section
22 226.7(b), PLAINTIFFS and the CLASS are entitled to recover from DEFENDANTS one additional
23 hour of pay at the employee's regular rate of compensation for each and every workday the meal or
24 rest period is not provided. In determining the regular rate of pay for each CLASS member, all
25 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

26 88. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the
27 PLAINTIFFS and the CLASS' employers and/or persons acting on behalf of the DEFENDANTS,
28 within the meaning of California Labor Code § 558, who violated or caused to be violated any

1 section of the wage order regulating the days and hours worked and, as such are individually liable
2 to each member of the CLASS for each such violations as set forth in the California Labor Code.

3 89. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a
4 penalty of \$50.00 for each underpaid employee for each pay period for which the employee was
5 underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid
6 to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for
7 each subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period
8 for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid
9 wages, which shall be paid to each affected employee.

10 90. As a direct result of DEFENDANTS' violations alleged herein, PLAINTIFFS and
11 the CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to
12 be shown according to proof at trial and within the jurisdiction limitations of this Court.
13 PLAINTIFFS and the CLASS seek all available remedies for DEFENDANTS' violations
14 including, but not limited, to any and all wages due, penalties, monies, interest, attorney's fees, and
15 costs to the extent permitted by law.

16 WHEREFORE, PLAINTIFFS pray for relief as hereinafter requested.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
19 **(IN VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE § 226.7)**
20 **(AGAINST ALL DEFENDANTS)**

21 91. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
22 as though fully set forth in this cause of action, and incorporates them by reference, and further
23 alleges:

24 92. During the RELEVANT TIME PERIOD, the IWC Wage Order and California
25 Labor Code sections 226.7 and 512 were applicable to PLAINTIFFS and the Class employed by
26 DEFENDANTS.

27 93. During the RELEVANT TIME PERIOD, Sanchez and the CLASS were "non-
28 exempt" employees of DEFENDANTS, and Torres was misclassified as "exempt" and did not
receive rest periods or premium pay in lieu of rest periods.

1 94. By failing to comply with California Labor Code sections 226.7 and 512,
2 DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and benefits of the laws
3 governing rest periods.

4 95. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of and under
5 a duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

6 96. California Labor Code. §226.7 states

7 “no employer shall require any employee to work during any meal or rest period
8 mandated by an applicable order of the Industrial Welfare Commission.”

9 Section 12 of Wage Order No. 4-2001 provides in relevant part that:

10 (A) Every employer shall authorize and permit all employees to take rest periods, which in
11 so far as practicable shall be in the middle of each work period., The authorized rest period
12 time shall be based on the total hours worked daily at the rate of ten (10 minutes net rest
13 time per four (4) hours or major fraction thereof. However, a rest period need not be
14 authorized for employees whose total daily work time is less than three and one-half (3 ‘A)
15 hours. Authorized rest period time shall be counted as hours worked for such there shall be
16 no deduction from wages.

17 97. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required
18 PLAINTIFFS and the CLASS to work four (4) or more hours without authorizing or permitting a
19 ten (10) minute rest period per each four (4) hours period worked.

20 98. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required
21 PLAINTIFFS and the CLASS to work during rest periods and failed to pay PLAINTIFFS and the
22 CLASS the full rest period premium for work performed during rest periods.

23 99. If an employer fails to provide an employee a rest period in accordance with the
24 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at that
25 employee’s regular rate of compensation for each workday that the rest period is not provided.

26 100. During the RELEVANT TIME PERIOD, DEFENDANTS failed to pay
27 PLAINTIFFS and the CLASS the full rest period premium due pursuant to California Labor Code
28 section 226.7 for all missed rest breaks.

 101. Pursuant to the applicable IWC Wage Orders and California Labor Code section
226.7(b), PLAINTIFFS and the CLASS are entitled to recover from DEFENDANTS one additional
hour of pay at the employees’ regular rate of compensation for each and every workday that the rest

1 period was not provided. In determining the regular rate of pay for each CLASS member, all
2 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

3 102. In committing the violations of state law as herein alleged, DEFENDANTS refused
4 to perform their obligations to authorize and permit rest periods and have also failed to pay rest
5 premium wages. As a direct result, PLAINTIFFS and the CLASS have suffered, and continue to
6 suffer, substantial losses, including those related to the use and enjoyment of such compensation,
7 wages, and lost interest on such monies in seeking to compel DEFENDANTS to fully perform their
8 obligation under state law, all to their respective damage in amounts according to proof at trial and
9 within the jurisdictional limitations of this Court.

10 103. During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the
11 PLAINTIFFS and the CLASS' employers and/or persons acting on behalf of DEFENDANTS
12 within the meaning of California Labor Code§ 558, who violated or caused to be violated, a section
13 of Part 2, Chapter I, of the California Labor Code or any provision regulating hours and days of
14 work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for
15 each underpaid employee, which shall be paid to each affected employee, as set forth in Labor
16 Code § 558.

17 104. Labor Code § 558 imposes upon DEFENDANTS for each initial violation a penalty
18 of \$50.00 for each underpaid employee for each pay period for which the employee was underpaid
19 in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
20 affected employee. Furthermore, Labor Code§ 558 imposes upon DEFENDANTS for each
21 subsequent violation a penalty of \$100 for each underpaid employee for each pay period for which
22 the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages,
23 which shall be paid to each affected employee.

24 105. The CLASS, including PLAINTIFFS, suffered and continue to suffer loss of wages
25 and compensation, all in an amount to be shown according to proof at trial and within the
26 jurisdictional limitations of this Court.

106. PLAINTIFFS seek all available remedies for DEFENDANTS' violations including, but not to, any and all wages due, penalties, interest, attorney's fees, costs to the extent permitted by law.

WHEREFORE, PLAINTIFFS pray for relief as hereinafter requested.

FIFTH CAUSE OF ACTION
FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING
OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510,
1194, 1198; IWC WAGE ORDER NO.4.)
(AGAINST ALL DEFENDANTS)

107. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

108. During the RELEVANT TIME PERIOD, Sanchez and the CLASS were "non-exempt" employees of DEFENDANTS, and Torres was misclassified as "exempt" entitled to overtime compensation pursuant to Cal. Lab. Code § 510 who did not receive proper amount of compensation for overtime work performed. Specifically, DEFENDANTS failed to compensate PLAINTIFFS and the CLASS, for all hours worked, including but not limited to undergoing airport security checks, and for overtime at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab. Code § 510.

109. By failing to pay PLAINTIFFS and the CLASS at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses, DEFENDANTS deprived PLAINTIFFs and the CLASS proper protections and benefits of the laws governing the payment of wages for all hours worked and overtime wages.

110. During the RELEVANT TIME PERIOD, PLAINTIFFS and the CLASS regularly and/or consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours worked by PLAINTIFFS and the CLASS, DEFENDANTS intentionally, willfully, in bad faith, and in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and refused to compensate PLAINTIFFS and the CLASS at the rate of no less than one and

1 one-half times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for
2 all of the overtime hours worked.

3 111. At all relevant times, DEFENDANTS were aware of, and were under a duty to
4 comply with the overtime provisions of the IWO Wage Orders, and California Labor Code
5 including, but not limited to, California Labor Code §§510, 1194 and 1198.

6 112. The IWC Wage Order provides that DEFENDANTS are and were required to pay
7 PLAINTIFFS and the CLASS employed by DEFENDANTS, and working more than eight (8)
8 hours in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the
9 employee's regular rate of pay for all hours worked in excess of eight (8) hours in a day or more
10 than forty hours (40) in a workweek.

11 113. The Applicable IWC Wage Order further provides that DEFENDANTS are and
12 were required to pay PLAINTIFFS and the CLASS overtime compensation at the rate of two times
13 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 114. California Labor Code § 510 codifies the right to overtime compensation and
15 provides, in pertinent part:

16 "Any work in excess of eight hours in one workday and any work in excess of 40 hours in
17 any one workweek and the first eight hours worked on the seventh day of work 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." [Emphasis added].

18 115. California Labor Code §1194, in pertinent part, provides:

19 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less
20 than the legal minimum wage or the legal overtime compensation applicable to the
21 employee is entitled to recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest thereon, reasonable attorney's
fees and cost of the suit."

22 116. California Labor Code §1198, in pertinent part, provides:

23 "(t) the maximum hours of work and the standard conditions of labor fixed by the
24 commission shall be the maximum hours of work and the standard conditions of labor for
25 employees. The employment of any employee for longer hours than those fixed by the order
or under conditions of labor prohibited by the order is unlawful."

26 117. By refusing to compensate PLAINTIFFS and the CLASS the proper overtime wages
27 earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the
28 applicable IWC Wage Order, and their actions are therefore unlawful.

1 118. PLAINTIFFS and the CLASS are entitled to receive the proper amount of overtime
2 compensation for all hours worked in excess of eight (8) hours in one workday and any work in
3 excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of
4 work in any one workweek at the rate of no less than one and one half times the regular rate of pay
5 for each employee. In determining the regular rate of pay for each CLASS member, all
6 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

7 119. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth
8 therein, PLAINTIFFS and the CLASS have sustained damages, including loss of earnings for hours
9 of overtime worked, in an amount to be established at trial.

10 120. Pursuant to California Labor Code §1194, PLAINTIFFS and the CLASS are entitled
11 to recover unpaid overtime compensation and double time compensation, including interest
12 thereon.

13 121. PLAINTIFFS are also entitled to recover reasonable attorneys' fees and costs,
14 pursuant to California Labor Code §1194(a).

15 122. During the RELEVANT TIME PERIOD, DEFENDANTS were the PLAINTIFFS'
16 and the CLASS employer and/or person acting on behalf of the DEFENDANTS, within the
17 meaning of California Labor Code § 558, who violated or caused to be violated any section of the
18 wage order regulating the days and hours worked and, as such are individually liable to each
19 member of the CLASS for each such violations as set forth in the California Labor Code.

20 123. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a
21 penalty of \$50.00 for each underpaid employee for each pay period for which the employee was
22 underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid
23 to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for
24 each subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period
25 for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid
26 wages, which shall be paid to each affected employee.

124. PLAINTIFFS on behalf of themselves and the CLASS seek all available remedies for DEFENDANTS' violations including any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent permitted by law.

WHEREFORE, PLAINTIFFS pray for relief as hereinafter requested.

SIXTH CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
LABOR CODE §§ 1197, 1194, 1194.2, 1197.1, LA ADMIN. CODE § 10.37.2
(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL
DEFENDANTS)

125. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

126. Cal. Lab. Code §1197 provides that: "The minimum wage for employees fixed by the commission or by any applicable state or *local law*, is the minimum wage to be paid to employees, and *the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.*" [Emphasis added.]

127. Cal. Lab. Code §1194 provides in relevant part that any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

128. Cal. Lab. Code §1194.2 provides in relevant part that: "in any action under ... Section 1194 to recover wages because of a payment of wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wage unlawfully unpaid and interest thereon."

129. California Code of Regulation title 8, §11040(4)(B) provides that employers must pay all employees not less than the lawful minimum wage for all hours worked.

130. Los Angeles Administrative Code § 10.37.2(a)(1), provides that
"On July 1, 2016, the wage for Airport Employees shall be no less than \$11.68 with health benefits and no less than \$16.73 without health benefits. On July 1, 2017, the wage for Airport Employees shall be no less than \$12.08 per hour with health benefits and no less than \$17.26 without health benefits, unless the annual increase provided in Section 10.37.2(a)(2) is higher. On July 1, 2018, the annual increase will continue as provided in Section 10.37.2(a)(2)."

131. DEFENDANTS' business is part of the "Technical/Mechanical Industry" within the meaning of California Code of Regulations, title 8 section 11040.

132. Sanchez and the CLASS were "non-exempt" employees of DEFENDANTS, and Torres was misclassified as "exempt", therefore, within the meaning of Cal. Code of Regulations tit. 8, §11040.

133. As alleged herein, DEFENDANTS required PLAINTIFFS and the CLASS to purchase and maintain the tool, and required them to undergo airport security checks. The purchase of the required tools and the time to undergo airport security checks caused PLAINTIFFS' and the CLASS' wages to fall below the required minimum wage.

134. By doing so, DEFENDANTS failed to pay PLAINTIFFS and the CLASS appropriate minimum wages. By these actions, DEFENDANTS violated Cal. Lab. Code §1197, Los Angeles Administrative Code § 10.37.2, and are liable to PLAINTIFFS and the CLASS.

135. As a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the CLASS have been deprived of compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, including interest thereon, attorneys' fees, costs, liquidated damages, and any other damages as set forth under California law, including statutory and civil penalties under Cal. Labor Code §2699.

WHEREFORE, PLAINTIFFS and the CLASS seek to request relief as described below.

SEVENTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a))
(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)

136. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

137. Labor Code § 226(a) requires employers, including DEFENDANTS, to furnish their employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as

1 required by law, all applicable hourly rates in effect during the pay period, and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 138. DEFENDANTS engage in a policy and practice of violating California Labor Code
4 §§ 226(a), and 246(i)³ by failing to provide PLAINTIFFS with accurate itemized wage statements
5 in compliance with the statutory requirement of §226(a) and with written notices setting forth the
6 amount of paid sick leave available, or PTO leave that DEFENDANTS provide in lieu of sick
7 leave, for use either on each employees' itemized wage statements as described in Section 226 or in
8 a separate writing provided on the designated pay date with each employees' payment of wages as
9 required by §246(i) (*See* footnote 20).

10 139. DEFENDANTS knew or should have known that PLAINTIFFS and the CLASS
11 were entitled to receive itemized wage statements or separate written statements showing the
12 amount of paid sick leave available, or paid time off provided in lieu of sick leave. In violation of
13 the California Labor Code, DEFENDANTS failed to provide PLAINTIFFS and the CLASS
14 members with itemized wage statements or separate written statements *accurately* showing this
15 information.

16 140. The wage statements DEFENDANTS provide PLAINTIFFS fail to meet the
17 requirements of the statute because, *inter alia*, fail to provide the net wages earned as a result of the
18 unreimbursed necessary business expenditures, the gross wages earned, the paid sick leave accrued
19 and available or PTO, the total hours worked.

20 141. DEFENDANTS' ongoing and systematic failure to provide the requisite sick leave
21 benefits to PLAINTIFFS and failure to provide them with accurate balances of their benefits

22 ³ Lab Code § 246(i) states: "An employer shall provide an employee with written notice that sets
23 forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of
24 sick leave, for use on either the employee's itemized wage statement described in Section 226 or in
25 a separate writing provided on the designated pay date with the employee's payment of wages. If
26 an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the
27 employer may satisfy this section by indicating on the notice or the employee's itemized wage
28 statement "unlimited." The penalties described in this article for a violation of this subdivision shall
be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers
covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January
21, 2016." PLAINTIFFS' seek penalties pursuant to the PAGA for violation of Lab. Code §
246(i).

1 available, violates California Labor Code section 246. PLAINTIFFS and the Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5⁴.

3 142. PLAINTIFFS and the CLASS, suffered and continue to suffer injuries, including
4 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
5 expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform their
6 obligations under state law, all to their respective damage in amounts according to proof at trial.
7 Pursuant to Labor Code §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFFS are deemed to have
8 suffered injury as a result of DEFENDANTS' failure to provide accurate and complete information
9 as required by Labor Code § 226(a).

10 143. Labor Code § 226, in part, permits employees suffering injury to collect actual
11 damages or the amount specified in Labor Code § 226. Thus, Labor Code § 226(e) requires
12 DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
13 period in which a violation occurred and one hundred dollars (\$100.00) per employee for each
14 violation in subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS,
15 including PLAINTIFFS, who were injured by DEFENDANTS' failure to comply with Labor Code
16 § 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to
17 proof at trial.

18 144. Furthermore, Labor Code § 226(g) permits an employee to bring an action for
19 injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFFS and the CLASS
20 additionally seek injunctive relief to ensure compliance with Labor Code § 226.

21 145. PLAINTIFFS seek all available remedies for DEFENDANTS' violations including,
22 but not limited to, any and all wages due, actual damages, penalties, payments pursuant to Labor
23 Code § 226(e) and 226.3, monies, interest, attorney's fees, costs and injunctive relief.

24 WHEREFORE, PLAINTIFFS pray for relief as requested below.

25 ///

26 ///

27 _____
28 ⁴ PLAINTIFFS' seek penalties pursuant to the PAGA.

EIGHTH CAUSE OF ACTION
WAITING TIME PENALTIES
(VIOLATION OF CALIFORNIA LABOR CODE § 201, 202, 203)
(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)

146. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

147. At all times herein mentioned, PLAINTIFFS were employees of DEFENDANTS. DEFENDANTS were subject to California law.

148. California Labor Code §§ 201 and 202 require that an employer promptly pay all wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged under section 201 or quit under § 202. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

149. As set forth in § 201, upon the end of some PLAINTIFFS' employment, and former members of the CLASS, DEFENDANTS were obligated to pay all compensation earned and unpaid at the time of termination. DEFENDANTS failed to do so.

150. At the time of termination of some of the PLAINTIFFS' and former members of the CLASS, DEFENDANTS failed to timely indemnify the PLAINTIFFS for business expenses as described above, failed to pay their accrued and unused PTO; and failed to pay them the required minimum wage pursuant to Los Angeles Administrative Code § 10.37.2. Under section 203, DEFENDANTS are obligated to pay PLAINTIFFS and former members of the CLASS waiting-time penalty equivalent to thirty (30) full working days' worth of wages.

151. For their violations, DEFENDANTS are also liable for civil penalty under PAGA of \$100 for the first pay period and \$200 for the following pay period violations. Additionally, PLAINTIFFS seek costs, interest, disbursements, and attorneys' fees, as provided by Labor Code §§ 218.5 and 218.6, 1194(a), under PAGA and any other relevant statutes.

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NINTH CAUSE OF ACTION
INJUNCTIVE RELIEF
(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL
DEFENDANTS)

152. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

153. DEFENDANTS unlawful conduct of failing to comply with California law including but not limited to failing to provide reimbursement for necessary and reasonable business related expenses, failing to pay the required minimum wage pursuant to Los Angeles Administrative Code §10.37.2, failing to comply with PTO laws and threatens real and immediate harm to PLAINTIFFS, who will suffer irreparable harm.

154. PLAINTIFFS are therefore entitled to an order restraining and ordering DEFENDANTS, representatives, attorneys, servants, and agents from further harm pending final judgment on this matter.

TENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§ 17200-17208
(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL
DEFENDANTS)

155. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

156. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or practices.

157. Throughout the course of PLAINTIFFS’ employment, DEFENDANTS committed acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein, including but not limited to, failing to indemnify PLAINTIFFS for expenditures in discharge of their duties; failing to provide accurate itemized wage statements for

1 each pay period; failing to pay the required minimum wage; and failing to pay wages upon
2 termination of employment.

3 158. DEFENDANTS' conduct as herein alleged has damaged the PLAINTIFFS and
4 therefore was substantially injurious to the PLAINTIFFS.

5 159. DEFENDANTS' course of conduct, acts, and practices in violation of the California
6 laws mentioned herein constitute a separate and independent violation of the UCL.
7 DEFENDANTS' conduct described herein violates the policy or spirit of such laws or otherwise
8 significantly threatens or harms competition. PLAINTIFFS seek disgorgement in the amount of
9 the respective unpaid wages and equity and such other legal and equitable relief from
10 DEFENDANTS' unlawful and willful conduct as the Court deems just and proper.

11 WHEREFORE, PLAINTIFFS request the relief as described below.

12
13 **ELEVENTH CAUSE OF ACTION**
14 **FAILURE TO PROVIDE PERSONNEL RECORDS**
15 **(CAL. LAB CODE § 1198.5)**
16 **(ON BEHALF OF THE PLAINTIFFS AND THE CLASS AGAINST ALL**
17 **DEFENDANTS)**

18 160. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
19 as though fully set forth in this cause of action, and incorporates them by reference, and further
20 alleges:

21 161. Lab Code § 1198.5 provides:

22 (a) Every current and former employee, or his or her representative, has the right to inspect
23 and receive a copy of the personnel records that the employer maintains relating to the
24 employee's performance or to any grievance concerning the employee.

25 (b) (1) The employer shall make the contents of those personnel records available for
26 inspection to the current or former employee, or his or her representative, at reasonable
27 intervals and at reasonable times, but not later than 30 calendar days from the date the
28 employer receives a written request, unless the current or former employee, or his or her
representative, and the employer agree in writing to a date beyond 30 calendar days to
inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
employer's receipt of the written request. Upon a written request from a current or former
employee, or his or her representative, the employer shall also provide a copy of the
personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30
calendar days from the date the employer receives the request, unless the current or former
employee, or his or her representative, and the employer agree in writing to a date beyond
30 calendar days to produce a copy of the records, as long as the agreed-upon date does not
exceed 35 calendar days from the employer's receipt of the written request. Except as

provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

(k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

(l) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

162. DEFENDANTS willfully failed to permit the PLAINTIFFS to inspect or copy their personnel file within 30 calendar days of his request in direct violation of Cal. Lab. Code § 1198.5.

WHEREFORE, PLAINTIFFS request the relief as described below.

TWELFTH CAUSE OF ACTION
RELIGIOUS DISCRIMINATION IN VIOLATION OF FEHA (GOV. CODE §§12940(a, l)
(ALLEGED BY SANCHEZ AGAINST OSHKOSH, FRANK, AND DOES 1-50)

163. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

164. At all times relevant hereto, FEHA was in full force and effect and was binding upon OSHKOSH and FRANK.

165. It is an unlawful employment practice, for an employer or other entity covered by FEHA to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement.

166. Sanchez requested Sundays off so that he can attend church service and religious practices based on his sincerely held religious beliefs and he requested reasonable accommodation. Sanchez received a denial of his request stating that no reasonable accommodation will be provided because doing so would create undue hardship on the business and customers. The blanket denial

1 to Sanchez fails to address any specific facts supporting the denial and fails to demonstrate any
2 undue hardship giving cause for the refusal to provide a reasonable accommodation.

3 167. At all times relevant hereto, Sanchez was performing competently in the position he
4 held with the DEFENDANTS.

5 168. OSHKOSH and FRANK took action or engaged in a course or pattern of conduct
6 that, taken as a whole, materially and adversely affected the terms, conditions, or privileges of
7 Sanchez' employment. As such, Sanchez suffered the adverse employment actions of
8 discrimination including conduct that was and is reasonably likely to impair an employee's
9 employment, job performance, or prospects for advancement or promotion, and he was eventually
10 unlawfully terminated.

11 169. Sanchez is informed and believes that the expression of his religious creed and the
12 conflict between his religious belief or observance and the employment requirement to work on
13 Sundays was a substantial motivating reason and/or factor in OSHKOSH's decision to take adverse
14 employment actions against him.

15 170. OSHKOSH and FRANK's conduct violates California law, and such violations
16 were a proximate cause in Sanchez' damage as stated below.

17 171. As a result of OSHKOSH's and FRANK's actions Sanchez suffered and continues
18 to suffer harm and damages in the form of economic losses, including but not limited to, lost wages
19 and employment benefits; and substantial emotional distress; and other economic and non-
20 economic damages.

21 172. As a result of the above aforementioned unlawful acts, as alleged herein, Sanchez
22 has also incurred and continues to incur attorneys' fees and legal expenses in an amount according
23 to proof at the time of trial. Pursuant to California Government Code § 12965(b), Sanchez requests
24 a reasonable award of attorney's fees and costs, including expert fees.

25 173. In doing the things alleged herein, OSHKOSH and FRANK's conduct was
26 despicable, they acted toward Sanchez with malice, oppression, fraud, and with willful and
27 conscious disregard of Sanchez' rights, entitling Sanchez to an award of punitive damages. The
28

1 conduct described herein was engaged in by managing agents for OSHKOSH and/or ratified
2 through its officers, directors, or managing agents against its employees.

3 WHEREFORE, Sanchez requests the relief as described below.

4
5 **THIRTEENTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE RELIGIOUS ACCOMMODATION/ENGAGE IN A**
7 **GOOD FAITH INTERACTIVE PROCESS FOR RELIGIOUS ACCOMMODATION**
8 **IN VIOLATION OF FEHA**
9 **(ALLEGED BY SANCHEZ AGAINST OSHKOSH, FRANK, AND DOES 1-50)**

10 174. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as
11 though fully set forth in this cause of action, and incorporates them by reference, and further
12 alleges:

13 175. At all times relevant hereto, FEHA was in full force and effect and was binding
14 upon OSHKOSH and FRANK.

15 176. Pursuant to Cal. Gov. Code §12940(l), OSHKOSH and FRANK were required to
16 engage with Sanchez in a good faith interactive process to determine the extent of his religious
17 belief and/or observance and how they could reasonably accommodate him.

18 177. Pursuant to Cal. Government Code § 12940(l), OSHKOSH and FRANK were
19 required to reasonably accommodate Sanchez for his religious accommodation request.

20 178. Sanchez was at all times ready, willing, and able to engage in the good faith
21 interactive process mandated by Cal. Government Code § 12940(l). However, OSHKOSH and
22 FRANK, failed to engage in said good faith interactive process with Sanchez and failed to
23 accommodate him.

24 179. On or about January 7, 2025, OSHKOSH and FRANK unlawfully terminated
25 Sanchez' employment as a direct result of their failure to engage in any good faith interactive
26 process and failure to accommodate Sanchez, among other unlawful reasons.

27 WHEREFORE, Sanchez requests the relief as described below.

28 ///

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FOURTEENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(ALLEGED BY SANCHEZ AGAINST OSHKOSH, FRANK, AND DOES 1-50)

180. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

181. At all times relevant hereto, FEHA was in full force and effect and was binding upon OSHKOSH and FRANK.

182. In addition, as a result of not accommodating and/or not engaging in a good faith interactive process with Sanchez, OSHKOSH and FRANK made decisions adverse to Sanchez in regards to his compensation, terms, and conditions of his employment, terminating him, and subjecting him to a hostile work environment.

183. Further, OSHKOSH and FRANK hired and/or assigned employees who did not have Sanchez' protected status to assume the duties and responsibilities that Sanchez had and/or sought. OSHKOSH and FRANK did not follow their own internal rules and procedures in taking adverse action against Sanchez and treated Sanchez differently than employees not in the same protected status by allowing these employees to work part-time hours.

184. OSHKOSH and FRANK' conduct violates the FEHA, and such violations were a proximate cause in Sanchez damage as stated below.

185. As a result of OSHKOSH and FRANK' actions against Sanchez, Sanchez suffered and continues to suffer harm and damages in the form of economic losses, including but not limited to, lost wages and employment benefits; and substantial emotional distress; and other economic and non-economic damages.

186. Sanchez' discharge was wrongful and it violated the fundamental public policy of this State prohibiting discrimination, harassment, and retaliation on the basis of religion and engagement in a protected activity.

187. As a result of the acts of OSHKOSH and FRANK's as alleged herein, Sanchez has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial. Pursuant to California Government Code § 12965(b), Sanchez requests a reasonable award of attorney's fees and costs, including expert fees.

188. In doing the things alleged herein, OSHKOSH and FRANK's conduct was despicable, and they acted toward Sanchez with malice, oppression, fraud, and with willful and conscious disregard of Sanchez rights, entitling Sanchez to an award of punitive damages. OSHKOSH and FRANK's conduct described herein was engaged in by managing agents for Defendants and/or ratified through its officers, directors, or managing agents against its employees.

WHEREFORE, Sanchez requests the relief as described below.

FIFTEENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF GOVERNMENT CODE §12940(h, i) ET. SEQ.
(ALLEGED BY SANCHEZ AGAINST OSHKOSH, FRANK, AND DOES 1-50)

189. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

190. At all times relevant hereto, FEHA was in full force and effect and was binding upon OSHKOSH and FRANK.

191. It is an unlawful employment practice, for an employer or other entity covered by FEHA to retaliate or otherwise discriminate against a person for requesting an accommodation for religious practice or disability, regardless of whether the request was granted.

192. Sanchez requested Sundays off so he can attend church service and religious practices based on his sincerely held religious beliefs and he requested reasonable accommodation. Sanchez received a denial of his request stating that no reasonable accommodation will be provided because doing so would create undue hardship on the business and customers. The blanket denial to Sanchez fails to address any specifics supporting the denial and fails to demonstrate any undue hardship giving cause for the refusal to provide a reasonable accommodation.

193. At all times relevant hereto, Sanchez was performing competently in the position they held with the OSHKOSH and FRANK.

194. OSHKOSH and FRANK then took action or engaged in a course or pattern of conduct that, taken as a whole, materially and adversely affected the terms, conditions, or privileges of Sanchez' employment. As such, Sanchez suffered the adverse employment actions of discrimination including conduct that was and is reasonably likely to impair an employee's

1 employment, job performance, or prospects for advancement or promotion, and was eventually
2 unlawfully terminated by OSHKOSH and FRANK.

3 195. Sanchez is informed and believes that the expression of his religious creed and the
4 conflict between his religious belief or observance and the employment requirement was a
5 substantial motivating reason and/or factor in OSHKOSH and FRANK taking adverse employment
6 actions against him and terminating his employment.

7 196. OSHKOSH and FRANK's conduct violates the FEHA, and such violations were a
8 proximate cause in Sanchez damage as stated below.

9 197. As a result of OSHKOSH and FRANK's actions against Sanchez, Sanchez suffered
10 and continues to suffer harm and damages in the form of economic losses, including but not limited
11 to, lost wages and employment benefits; and substantial emotional distress; and other economic and
12 non-economic damages.

13 198. As a result of the acts of OSHKOSH and FRANK as alleged herein, Sanchez has
14 also incurred and continues to incur attorneys' fees and legal expenses in an amount according to
15 proof at the time of trial. Pursuant to California Government Code § 12965(b), Sanchez requests a
16 reasonable award of attorney's fees and costs, including expert fees.

17 199. In doing the things alleged herein, OSHKOSH and FRANK's conduct was
18 despicable, and they acted toward Sanchez with malice, oppression, fraud, and with willful and
19 conscious disregard of Sanchez rights, entitling Sanchez to an award of punitive damages.
20 OSHKOSH and FRANK's conduct described herein was engaged in by managing agents for
21 Defendants and/or ratified through its officers, directors, or managing agents against its employees.

22 WHEREFORE, Sanchez requests the relief as described below.

23 **SIXTEENTH CAUSE OF ACTION**
24 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN**
25 **VIOLATION OF GOVERNMENT CODE §12940(h, i)**
26 **(ALLEGED BY SANCHEZ AGAINST OSHKOSH AND DOES 1-50)**

27 200. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as
28 though fully set forth in this cause of action, and incorporates them by reference, and further
alleges:

1 201. At all times relevant hereto, FEHA was in full force and effect and was binding
2 upon OSHKOSH and FRANK.

3 202. Under the FEHA it is an unlawful practice for employers to fail to take all
4 reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. It
5 is unlawful under FEHA to aid, abet, incite, compel, or coerce the doing of any acts forbidden
6 under FEHA, and/or attempt to do so.

7 203. It is unlawful under the FEHA, for an employer to fail to take immediate and
8 appropriate corrective action to end unlawful harassment and discrimination.

9 204. It is unlawful under the FEHA, for an employer to fail to investigate a complaint by
10 an employee regarding FEHA violations.

11 205. OSHKOSH failed to train its managers, supervisors, and/or human resources
12 employees of their duties and responsibilities to comply with its duties and responsibilities pursuant
13 to FEHA, and related regulations.

14 206. OSHKOSH knew and/or should have known of the aforementioned unlawful
15 harassing, discriminatory, and retaliatory conduct, described above, all in violation of FEHA.

16 207. OSHKOSH failed to take all reasonable steps necessary to prevent discrimination,
17 harassment, and retaliation from occurring to Sanchez, all in violation of FEHA.

18 208. OSHKOSH's conduct violates the FEHA, and such violations were a proximate
19 cause in Sanchez damage as stated below.

20 209. As a result of OSHKOSH's actions against Sanchez, Sanchez suffered and continues
21 to suffer harm and damages in the form of economic losses, including but not limited to, lost wages
22 and employment benefits; and substantial emotional distress; and other economic and non-
23 economic damages.

24 210. As a result of the unlawful acts of OSHKOSH as alleged herein, Sanchez has also
25 incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof
26 at the time of trial. Pursuant to California Government Code § 12965(b), Sanchez requests a
27 reasonable award of attorney's fees and costs, including expert fees.
28

1 211. In doing the things alleged herein, OSHKOSH's conduct was despicable, and it
2 acted toward Sanchez with malice, oppression, fraud, and with willful and conscious disregard of
3 Sanchez rights, entitling Sanchez to an award of punitive damages. OSHKOSH's conduct
4 described herein was engaged in by managing agents for OSHKOSH and/or ratified through its
5 officers, directors, or managing agents against its employees.

6 WHEREFORE, Sanchez requests the relief as described below.

7
8 **SEVENTEENTH CAUSE OF ACTION**
9 **WHISTLEBLOWER VIOLATIONS**
10 **CALIFORNIA LABOR CODE §§ 1102.5**
11 **(ALLEGED BY SANCHEZ AGAINST OSHKOSH, FRANK, AND DOES 1-50)**

12 212. Sanchez repeats and re-alleges all allegations contained in preceding paragraphs as
13 though fully set forth in this cause of action, and incorporates them by reference, and further
14 alleges:

15 213. California Labor Code § 1102.5(a) provides:

16 “An employer, or any person acting on behalf of the employer, shall not make, adopt, or
17 enforce any rule, regulation, or policy preventing an employee from disclosing information
18 to a government or law enforcement agency, to a person with authority over the employee,
19 or to another employee who has authority to investigate, discover, or correct the violation or
20 noncompliance, or from providing information to, or testifying before, any public body
21 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to
22 believe that the information discloses a violation of state or federal statute, or a violation of
23 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
24 disclosing the information is part of the employee's job duties.

25 (b) An employer, or any person acting on behalf of the employer, shall not retaliate against
26 an employee for disclosing information, or because the employer believe that the employee
27 disclosed or may disclose information, to a government or law enforcement agency, to a
28 person with authority over the employee or another employee who has the authority to
investigate, discover, or correct the violation or noncompliance, or for providing
information to, or testifying before, any public body conducting an investigation, hearing,
or inquiry, if the employee has reasonable cause to believe that the information discloses a
violation of state or federal statute, or a violation of or noncompliance with a local, state, or
federal rule or regulation, regardless of whether disclosing the information is part of the
employee's job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against
an employee for refusing to participate in an activity that would result in a violation of state
or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
regulation.

1 214. In violation of Lab. Code §§ 1102.5, OSHKOSH and FRANK retaliated against
2 Sanchez for blowing the whistle, complaining about, opposing and protesting against their unlawful
3 activities, including but not limited to complaining about their failure to provide reasonable
4 religious accommodation, harassing and violent actions, retaliation, failure to pay all wages, failure
5 to provide accurate wage statement, and other violations of the law as alleged herein, where
6 Sanchez had reasonable cause to believe OSHKOSH and FRANK were violating the law.

7 215. It is a violation of the California whistleblower statute, Cal. Labor Code. § 1102.5,
8 and public policy to unlawfully retaliate, punish, discharge, deny promotion, or take any adverse
9 employment action for refusing to violate the law and/or for protesting unlawful activities to a
10 government agency or the employee's employer.

11 216. Sanchez was a whistleblower pursuant to Cali. Labor Code § 1102.5, as he engaged
12 in protected activities, as alleged in this Complain.

13 217. OSHKOSH and FRANK violated Cal. Labor Code § 1102.5(a) as it made, adopted,
14 and enforced rules, regulations and policies preventing Sanchez from disclosing information to
15 government agency, or to a person with authority over the employee, or to another employee who
16 has authority to investigate, discovery, or correct the violation or non-compliances, where Sanchez
17 had reasonable cause to believe OSHKOSH was violating the law.

18 218. OSHKOSH and FRANK violated Cal. Labor Code § 1102.5(b) as they retaliated
19 against SANCHEZ for protesting their unlawful actions to a person with authority over the
20 employee, or to another employee who has authority to investigate, discovery or correct the
21 violation or noncompliance, because they knew that Sanchez had been communicating with an
22 attorney and in the process of filing a complaint with state agency regarding their unlawful
23 conduct.

24 219. When Sanchez was subjected to the adverse employment actions as identified in this
25 Complaint, OSHKOSH and FRANK were substantially motivated by Sanchez complaints of
26 violations of state and/or federal law, and said complaints were substantial motivating factors
27 and/or reasons in the decision to subject Sanchez to the aforesaid retaliatory adverse employment
28 actions, in violation of California Labor Code § 1102.5.

1 220. Sanchez was retaliated against as alleged in this Complaint because Sanchez refused
2 to participate in activities that would result in a violation of state or federal statutes. OSHKOSH
3 and FRANK were thus in violation of California Labor Code § 1102.5(c).

4 221. As a direct, foreseeable, legal and proximate result of the herein described and
5 alleged acts, Sanchez has suffered substantial losses in earnings and job benefits, as well as loss of
6 their reputation, shame, mortification, humiliation, embarrassment, emotional distress, mental
7 anguish and discomfort, anxiety, trepidation, apprehension, panic, dread, fear, worry, and hurt
8 feelings all to their general damage in an amount not yet ascertained but to be proven at the time of
9 trial.

10 222. By the acts and conduct of OSHKOSH and FRANK, Sanchez has been directly and
11 legally caused to suffer actual damages pursuant to California Civil Code §3333 including, but not
12 limited to, loss of earning and future earning capacity, attorneys' fees and other pecuniary loss not
13 presently ascertained, for which Sanchez will seek leave of court to amend when ascertained.
14 Sanchez also claims such amounts as damages pursuant to Civil Code §3287 and/or §3288 and/or
15 any other provision of law providing for prejudgment interest.

16 223. The aforementioned acts of OSHKOSH and FRANK individually, or by and
17 through their managing agents, officers, and/or directors were willful, wanton, malicious,
18 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
19 rights of Sanchez, and each of them, and were done by managerial agents and employees of
20 OSHKOSH and FRANK, or with the express knowledge, consent, and ratification of managerial
21 employees of OSHKOSH and FRANK, with the intent to vex, injure, and annoy Sanchez, such as
22 to constitute oppression, fraud, or malice pursuant to California Civil Code § 3294, entitling
23 Sanchez to punitive and exemplary damages in a sum which is an amount appropriate to punish
24 and set an example of OSHKOSH and FRANK, and each of them, to deter such conduct in the
25 future, and to set an example for others.

26 224. Sanchez is entitled to a civil penalty up to ten thousand dollars (\$10,000) for each
27 violation of California Labor Code § 1102.5.

28 225. As a result of the unlawful acts of OSHKOSH and FRANK, Sanchez is entitled to

1 reasonable attorneys' fees and costs of said suit as specifically provided in Cal. C.C.P. § 1021.5.
2 Sanchez' action enforces important rights affecting the public interest by bringing forth this lawsuit
3 to ensure OSHKOSH and FRANK refrain from unlawfully retaliating against employees for
4 blowing the whistle, thereby conferring a significant benefit on the general public and wellbeing as
5 a result. The necessity and financial burden of this private enforcement, as well as the interest of
6 justice, entitles Sanchez to reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5

7 WHEREFORE, Sanchez requests the relief as described below.

8 **EIGHTEENTH CAUSE OF ACTION**
9 **PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF**
10 **LABOR CODE §§ 1102.5, 2802, 246, 247.5, 226.7, 512, 510, 1194, 1198, 1197, 1194,**
11 **1194.2, 1197.1, 226, 226.3, 201, 202, 203.**
12 **(ON BEHALF OF THE PLAINTIFFS, THE LWDA, AND AGGRIEVED**
13 **EMPLOYEES AGAINST ALL DEFENDANTS)**

14 226. Plaintiffs repeat and re-allege all allegations contained in preceding paragraphs as
15 though fully set forth in this cause of action, and incorporates them by reference, and further
16 alleges:

17 227. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of
18 2004 expressly establishes that any provision of the Cal. Labor Code which provides for a civil
19 penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of
20 its departments, divisions, commissions, boards agencies or employees for a violation of the Cal.
21 Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf
22 of himself or himself, and collectively on behalf of all other current or former employees.

23 228. Whenever the Labor and Workforce Development Agency, or any of its
24 departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil
25 penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same
26 limitation and conditions, to assess a civil penalty.

27 229. PLAINTIFFS, and the CLASS of "aggrieved employees", as defined by Cal. Labor
28 Code § 2699, who are all current and former employees of DEFENDANTS, and against them one
or more of the alleged violations were committed.

1 230. Having complied with the Notice and administrative provisions of PAGA,
2 PLAINTIFFS hold the right to bring an action on behalf of themselves and other employees acting
3 as a proxy of the LWDA. Pursuant to Labor Code § 2699 et seq., PLAINTIFFS seek to recover
4 civil penalties for which DEFENDANTS are liable as a result of violations of the Labor Code, as
5 set forth in this Complaint and the Labor Code Private Attorney General Notice attached hereto as
6 Exhibit “1”, which are incorporated by reference, including but not limited to, violations of Labor
7 Code §§ 1102.5, 2802, 246, 247.5, 226.7, 512, 510, 1194, 1198, 1197, 1194, 1194.2, 1197.1, 226,
8 226.3, 201, 202, 203.

9 231. As a result of the violations alleged herein, PLAINTIFFS, individually and on
10 behalf of all aggrieved employees in their capacity as private attorneys general seek penalties under
11 Labor Code § 2699(f), which states:

12 (f) For all provisions of this code except those for which a civil penalty is specifically
13 provided, there is established a civil penalty for a violation of these provisions, as follows:

14 (1) If, at the time of the alleged violation, the person does not employ one or more
15 employees, the civil penalty is five hundred dollars (\$500).

16 (2) If, at the time of the alleged violation, the person employs one or more employees, the
17 civil penalty is as follows:

18 (A) One hundred dollars (\$100) for each aggrieved employee per pay period, except that:

19 (i) If, at the time of the alleged violation, the person employs one or more
20 employees, and the alleged violation is a violation of paragraphs (1) to (7),
21 inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty
22 applicable under this part is twenty-five dollars (\$25) for each aggrieved employee
23 per pay period if the employee could promptly and easily determine from the wage
24 statement alone the accurate information specified by subdivision (a) of Section 226.
25 If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section
26 226, the civil penalty applicable under this part for the violation is twenty-five
27 dollars (\$25) for each aggrieved employee per pay period if the employee would not
28 be confused or misled about the correct identity of their employer or, if their
employer is a farm labor contractor, the legal entity that secured the services of that
employer. This subdivision does not apply if the employer has failed to provide an
itemized payroll statement during any of the pay periods at issue.

 (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the
alleged violation resulted from an isolated, nonrecurring event that did not extend
beyond the lesser of 30 consecutive days or four consecutive pay periods.

 (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay
period if either of the following are met:

(i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful.

(ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

(3) If the alleged violation is a failure to act by the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees, there shall be no civil penalty.

232. To the extent that any violation alleged herein does not carry penalties under Cal. Labor Code § 2699(a), PLAINTIFFS seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for PLAINTIFFS and the Aggrieved Employees for each pay period in which they were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f).

233. For each such violation, PLAINTIFFS and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial. The penalties will be allocated 65% to LWDA, and 35% to the CLASS, (i.e., affected employees.)

234. Pursuant to Cal. Labor Code §§2699(k)(1) PLAINTIFFS and aggrieved employees are entitled to seek and recover reasonable attorneys' fees and costs.

235. PLAINTIFFS, on behalf of themselves, and the Aggrieved Employees, request relief through PAGA as described herein and below.

DEMAND FOR JURY TRIAL

PLAINTIFFS, hereby, demand a trial by jury on all issues and causes of actions so triable.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, on behalf of themselves and the CLASS pray for relief and judgment against DEFENDANTS, jointly and severally, as follows:

1. For an Order certifying the Class and sub-Classes and designating this action as a class action pursuant to CCP § 382;
2. For an Order appointing PLAINTIFFS and their counsel to represent the proposed classes;
3. For an finding that DEFENDANTS violation the provisions of the California Labor

Code, including but not limited to, §§ 201-203, 226, 227.3, 246(i), 247.5, 1197, 1194, 1194.2, 1197.1, 2802, 2810.5;;

4. That the Court declare, adjudge, and decree that DEFENDANTS violated California Business and Professions Code §§ 17200 et seq. as alleged herein;
5. For all other Orders, findings, and determinations identified and sought in this Complaint and/or the Court finds just and proper;
6. An affirmative injunction mandating the elimination of discriminatory and retaliatory practices by DEFENDANTS in the future relating to protected activities;
7. That the Court make an award to PLAINTIFFS and the CLASS of damages for the amount of unpaid wages, including interest thereon and penalties, in amounts to be proven, in a formulaic manner, at trial;
8. For compensatory damages according to proof;
9. For an Order requiring DEFENDANTS to make restitution of all wages;
10. For all statutory penalties;
11. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left DEFENDANTS' employment;
12. For general damages, according to proof;
13. For special damages, according to proof;
14. For prejudgment interest, and post judgment interest, according to proof;
15. For punitive and exemplary damages, according to proof;
16. For liquidated damages pursuant to California Labor Code §1194.2;
17. For costs of suit incurred herein;
18. For reasonable attorneys' fees as provided by statute, including but not limited to California Labor Code §§ 218.5, 222(e), 1194;
19. For injunctive relief pursuant to California Labor Code section 226(h);
20. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from DEFENDANTS and determined to have been wrongfully acquired by DEFENDANTS as a result of violations of California Business & Professions Code

1 sections 17200 et seq.;

2 21. For disgorgement of all monies which DEFENDANTS have illegally gained;

3 22. Sanchez additionally prays for all actual, consequential and incidental financial losses,
4 including but not limited to loss of earnings, benefits and other compensation, according
5 to proof, together with prejudgment interest pursuant to Civil Code Section §§ 3287
6 and/or 3288; 2. For compensatory damages; For punitive damages pursuant to Civil
7 Code § 3294 in a sum in excess of the jurisdictional minimum of the Superior Court;
8 Pursuant to California Government Code § 12965(b), Sanchez requests a reasonable
9 award of attorney's fees and costs, including expert fees pursuant to the FEHA;
10 California Code of Civil Procedure § 1021.5, and all other applicable statutes;

11 23. For penalties according to the schedule as laid out in PAGA for each aggrieved
12 employee per pay period for any subsequent violation, and reasonable
13 attorneys' fees and costs pursuant to California Labor Code § 2699; For any
14 other such relief as the Court deems just and proper due to the misconduct
15 committed by the DEFENDANTS as alleged in this Complaint;

16 24. PLAINTIFFS reserve the right to amend their prayer for relief.

17
18 Dated: January 5, 2026

Respectfully submitted,

19
20 MIRZAYAN LAW, APLC

21 By:  _____

22 Natalie Mirzayan, Esq.
23 Attorneys for PLAINTIFFS
24
25
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27
28

EXHIBIT 1

MIRZAYAN LAW, APLC



October 31, 2025

VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

JBT Aerotech Corporation

70 W. MADISON STREET, 4400

CHICAGO IL 60602

JBT Aero Tech Corporation

1917 Four Wheel Drive, Oshkosh, WI 54902

OSHKOSH AERO TECH, LLC

Agent for Service of Process

LAWYERS INCORPORATING SERVICE

2710 GATEWAY OAKS DRIVE,

SACRAMENTO, CA 95833

JESSICA FRANK

Oshkosh AeroTech

2132 E Avion St

Ontario, CA 91761

Re: **Notification Of Labor Code Violations Against John Bean Technologies Corporation, OshKosh Aero Tech, LLC, and Jessica Frank**

Please be advised that this office represents RODOLFO TORRES (“TORRES”), and GERARDO SANCHEZ (“SANCHEZ”) (collectively “Plaintiffs”) who were employed by JBT Aerotech Corporation, (“JBT”), thereafter by OshKosh Aero Tech, LLC (“OshKosh”) and Jessica Frank (“Frank”) (collectively “Defendants”).

PLAINTIFFS are individuals residing in Los Angeles, State of California. Torres worked for DEFENDANTS from approximately January 15, 2018 until approximately November 8, 2024. Sanchez worked for DEFENDANTS from approximately October 17, 2022 to approximately January 7, 2025. Torres was misclassified as an exempt employee. Torres worked for DEFENDANTS at Airport Services Division, at Los Angeles International Airport (“LAX”) located at 200 World Way, Los Angeles, CA 90045. Sanches worked for DEFENDANTS at Airport Services Division, at the Ontario International Airport (“ONT”).

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698, *et seq.*, Plaintiffs provide this notice to the Labor and Workforce Development Agency (“LWDA”), and to Defendants.

The purpose of this notice is to comply with the statutory exhaustion requirements of California Labor Code §2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* This notice is submitted, on behalf of the named Plaintiffs and all other aggrieved and similarly situated current and former employees of Defendants (“Aggrieved Employees”) impacted by the alleged labor code violations.

Labor Code § 1102.5: (a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

(d) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.

In violation of Lab. Code §§ 1102.5, OSHKOSH and FRANK retaliated against Sanchez for blowing the whistle, complaining about, opposing and protesting against their unlawful activities, including but not limited to complaining about their failure to provide reasonable religious accommodation, harassing and violent actions, retaliation, failure to pay all wages, failure to provide accurate wage statement, and other violations of the law as alleged herein, where Sanchez had reasonable cause to believe OSHKOSH and FRANK were violating the law.

It is a violation of the California whistleblower statute, Cal. Labor Code. § 1102.5, and public policy to unlawfully retaliate, punish, discharge, deny promotion, or take any adverse employment action for refusing to violate the law and/or for protesting unlawful activities to a government agency or the employee’s employer.

Sanchez was a whistleblower pursuant to Cal. Labor Code § 1102.5, as he engaged in protected activities, as alleged in this Complaint.

OSHKOSH and FRANK violated Cal. Labor Code § 1102.5(a) as it made, adopted, and enforced rules, regulations and policies preventing Sanchez from disclosing information to government agency, or to a person with authority over the employee, or to another employee who has authority to investigate, discovery, or correct the violation or non-compliances, where Sanchez had reasonable cause to believe OSHKOSH was violating the law.

OSHKOSH and FRANK violated Cal. Labor Code § 1102.5(b) as they retaliated against SANCHEZ for protesting their unlawful actions to a person with authority over the employee, or to another employee who has authority to investigate, discovery or correct the violation or noncompliance, because they knew that Sanchez had been communicating with an attorney and in the process of filing a complaint with state agency regarding their unlawful conduct.

When Sanchez was subjected to the adverse employment actions as identified in this Complaint, OSHKOSH and FRANK were substantially motivated by Sanchez complaints of violations of state and/or federal law, and said complaints were substantial motivating factors and/or reasons in the decision to subject Sanchez to the aforesaid retaliatory adverse employment actions, in violation of California Labor Code § 1102.5.

Sanchez was retaliated against as alleged in this Complaint because Sanchez refused to participate in activities that would result in a violation of state or federal statutes. OSHKOSH and FRANK were thus in violation of California Labor Code § 1102.5(c).

As a direct, foreseeable, legal and proximate result of the herein described and alleged acts, Sanchez has suffered substantial losses in earnings and job benefits, as well as loss of their reputation, shame, mortification, humiliation, embarrassment, emotional distress, mental anguish and discomfort, anxiety, trepidation, apprehension, panic, dread, fear, worry, and hurt feelings all to their general damage in an amount not yet ascertained but to be proven at the time of trial.

By the acts and conduct of OSHKOSH and FRANK, Sanchez has been directly and legally caused to suffer actual damages pursuant to California Civil Code §3333 including, but not limited to, loss of earning and future earning capacity, attorneys' fees and other pecuniary loss not presently ascertained, for which Sanchez will seek leave of court to amend when ascertained. Sanchez also claims such amounts as damages pursuant to Civil Code §3287 and/or §3288 and/or any other provision of law providing for prejudgment interest.

The aforementioned acts of OSHKOSH and FRANK individually, or by and through their managing agents, officers, and/or directors were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Sanchez, and each of them, and were done by managerial agents and employees of OSHKOSH and FRANK, or with the express knowledge, consent, and ratification of managerial employees of OSHKOSH and FRANK, with the intent to vex, injure, and annoy Sanchez, such as to constitute oppression, fraud, or malice pursuant to California Civil Code § 3294, entitling Sanchez to punitive and exemplary damages in a sum which is an amount appropriate to punish and set an example of OSHKOSH and FRANK, and each of them, to deter such conduct in the future, and to set an example for others.

Labor Code § 2802: (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

DEFENDANTS required the PLAINTIFFS and members of the AGGRIEVED EMPLOYEES to use their personal cellphones and home internet to communicate business-related messages to employees, required employees to purchase and use their own tools that were necessary to perform their job function, and failed to reimburse them for the necessary and reasonable cost of laundering their uniforms. Simply having a reimbursement policy is not enough if companies fail to engage in efforts to encourage reimbursement requests and audit reimbursement entitlements.

By their actions as alleged herein, DEFENDANTS violated § 2802 of the California Labor Code and California Code of Regulations, title 8 section 11040.

During THE RELEVANT TIME PERIOD, as a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the AGGRIEVED EMPLOYEES have incurred expenditures and losses in an amount to be determined at trial.

Pursuant to California Labor Code § 2802, DEFENDANTS are required to fully reimburse PLAINTIFFS and members of the AGGRIEVED EMPLOYEES for all out-of-pocket expenses incurred by them in the performance of their job duties.

Pursuant to Labor Code § 2802, PLAINTIFFS and members of the AGGRIEVED EMPLOYEES are entitled to recover from DEFENDANTS the full amount of the expenses they incurred in the performance of their job duties, plus interest, reasonable attorneys' fees, and costs of suit, and penalties.

As a direct and proximate result of DEFENDANTS' unlawful failure to reimburse PLAINTIFFS and the AGGRIEVED EMPLOYEES, PLAINTIFFS and the AGGRIEVED EMPLOYEES suffered, and will continue to suffer, damages in amounts according to proof at the time of trial.

In failing to reimburse PLAINTIFFS and the AGGRIEVED EMPLOYEES, DEFENDANTS acted maliciously, oppressively, and despicably, with the wrongful intention of causing injury and hardship to PLAINTIFFS and the AGGRIEVED EMPLOYEES by reaping economic gain at PLAINTIFFS and the AGGRIEVED EMPLOYEES' expenses, in willful and conscious disregard of PLAINTIFFS' statutory and regulatory rights.

VIOLATION OF LABOR CODE §§ 246(A), 246(I), 246.5(A) AND 233:

Labor Code 246(a): Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked or in the alternative must comply with the requirements of section 246(e)(2) or 246(b)(3).

The city of Los Angeles has its own paid sick leave requirements. As of July 1, 2016, employers with 26 or more employees (as applicable here) must provide employees with a minimum of 6 days, or 48 hours, of paid sick leave per year.

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave available, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

In addition to the notice requirements under California law, Los Angeles employers must provide notice of these changes to employees by: (1) Displaying the City's official poster; and (2) Providing employees with written notice of the employer's name, address, and telephone number at the time of hire. Employers must retain records documenting hours worked and paid sick leave accrued for 4 years.

Defendants fail to comply with the accrual rate, the written notice requirements, and the posting requirements stated above. For example, the balance of available sick leave is not made available to Employees. Defendants willfully fail to comply with the notice requirements and fail to provide Employees with a separate writing on the designated pay date to set forth the amount of paid sick leave available.

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Labor Code § 247.5(a): Labor Code requires an employer to keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee. An employer shall make these records available to an employee in the same manner as described in Section 226. Defendants also failed to comply with section 247.5(a) as they failed to provide an employee with the records reflecting accrued and used paid sick days and hours worked.

Defendants failed to comply with California law as alleged herein.

**FAILURE TO PAY FOR ACCRUED TIME OFF
VIOLATION OF CALIFORNIA LABOR CODE § 227.3 AND LOS ANGELES
ADMINISTRATIVE CODE § 10.37**

It is established that vacation pay is not a gratuity or a gift, but is, in effect, additional wages for services performed. (*People v. Bishopp* (1976) 56 Cal. App. 3d Supp. 8, 11. PTO is earned by labor performed throughout the year, and "vests" as it is earned. Thus, an employee who works for some part of a year has a "vested" right to a proportionate share of his or her vacation pay.

“[V]acation pay is simply a form of deferred compensation. It would seem clear that the purpose of [providing vacation pay] is to offer a reward of additional wages for constant and continuous service.... there is an 'increasingly complex use of compensation in the form of "fringe benefits," some types of which inherently are not payable until a time subsequent to the work which earned the benefits. . . . “ (233 F.2d at p. 110.)” *Suastez v. Plastic Dress-Up Co.*, 31 Cal. 3d 774, 779-780 citing *Posner v. Grunwald-Marx, Inc.* (1961) 56 Cal.2d 169, 186. "A vacation with pay is in effect additional wages. It involves a reasonable arrangement to secure the well being of employees and the continuance of harmonious relations between employer and employee." (*In re Wil-Low Cafeterias* (2d Cir. 1940) 111 F.2d 429, 432.) The consideration for an annual vacation is the employee's year-long labor. Only the time of receiving these "wages" is postponed. (*Ibid.*)

Furthermore, DEFENDANTS have consistently misappropriated PLAINTIFFS' PTO hours by providing them with only part of what they are entitled to receive, forfeiting vested hours, and failing to keep accurate record of vested PTO hours. PLAINTIFFS have no way of knowing the hours of vested PTO as DEFENDANTS do not provide PLAINTIFFS with written notice that sets forth the amount of PTO that has accrued on the employee's itemized wage statement nor in a separate writing provided on the designated pay date with the employee's payment of wages. Upon PLAINTIFFS' inquiry with DEFENDANTS as to their accrued hours, DEFENDANTS continue to misinform them of their available PTO hours and denies them their right to use it.

DEFENDANTS' conduct as described herein constitutes a violation of California law, § 10.37.2(b) of the Los Angeles Administrative Code, as described above, and California Labor Code § 227.3 because it causes PLAINTIFFS and the AGGRIEVED EMPLOYEES to unlawfully forfeit their earned PTO wages.

PLAINTIFFS and the AGGRIEVED EMPLOYEES have been damaged by DEFENDANTS' seizure of their PTO wages and are entitled to repayment of those wages with interest thereon at the legal rate.

DEFENDANTS' seizure of the PLAINTIFFS' and the AGGRIEVED EMPLOYEES' PTO was knowing and willful. DEFENDANTS have failed and refused to repay the PTO wages that it has unlawfully collected and received from PLAINTIFFS and the AGGRIEVED EMPLOYEES.

Labor Code sections 226.7 and 512:

FAILURE TO PROVIDE MEAL PERIODS

Sanchez and the AGGRIEVED EMPLOYEES were “non-exempt” employees of DEFENDANTS, and Torres was misclassified as “exempt”, and did not receive meal periods or premium pay in lieu of meal periods. PLAINTIFFS allege that DEFENDANTS knew or should have known that California law further requires employers to fully relieve employees from all job duties while on meal and rest breaks. However, DEFENDANTS instituted and maintained policies requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES to keep their personal cellphones on them, including while on their meal and rest breaks, to communicate with DEFENDANTS. As a result of DEFENDANTS’ policies and practices, Aggrieved Employees members were not fully relieved from their work duties while on their meal and rest breaks in clear violation of California law.

By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFFS and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing meal periods.

DEFENDANTS were aware of, and under a duty to comply with, California Labor Code §§226.7 and 512.

California Labor Code §226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Moreover, California Labor Code §512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in pertinent part:

“No employer shall employ any person for a work period of more than of not less than 30 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked.

If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order the employer shall provide the employee one (1) hour of pay at the employee 's regular rate of compensation for each workday that the meal period is not provided. PLAINTIFFS and the AGGRIEVED EMPLOYEES regularly and consistently worked eight (8) hours or more per day but were not provided an uninterrupted, thirty-minute meal period within the first five hours of work each day. By failing to consistently provide PLAINTIFFS and each member of the AGGRIEVED EMPLOYEES an uninterrupted thirty-minute meal period within the first five hours of work each day, DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions.

DEFENDANTS intentionally and willfully required PLAINTIFFS and the AGGRIEVED EMPLOYEES to work during meal periods and failed to compensate PLAINTIFFS and the AGGRIEVED EMPLOYEES the full meal period premium for work performed during meal periods.

PLAINTIFFS are informed and believe and, on that basis, allege, that DEFENDANTS failed to pay the one-hour compensation as a premium payment to PLAINTIFFS or any member of the AGGRIEVED EMPLOYEES for all missed or interrupted meal breaks due to their violation of the California Labor Code and applicable IWC Wage Order provisions.

DEFENDANTS' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

The IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFFS and the Aggrieved Employees employed by DEFENDANTS. Sanchez and the AGGRIEVED EMPLOYEES were "non-exempt" employees of DEFENDANTS, and Torres was misclassified as "exempt" and did not receive rest periods or premium pay in lieu of rest periods.

PLAINTIFFS allege that DEFENDANTS knew or should have known that California law further requires employers to fully relieve employees from all job duties while on meal and rest breaks. However, DEFENDANTS instituted and maintained policies requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES to keep their personal cellphones on them, including while on their meal and rest breaks, to communicate with DEFENDANTS. As a result of DEFENDANTS' policies and practices, Aggrieved Employees members were not fully relieved from their work duties while on their meal and rest breaks in clear violation of California law.

By failing to comply with California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFFS and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing rest periods.

DEFENDANTS were aware of and under a duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

California Labor Code. §226.7 states

“no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

Section 12 of Wage Order No. 4-2001 provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which in so far as practicable shall be in the middle of each work period., The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for such there shall be no deduction from wages.

DEFENDANTS willfully required PLAINTIFFS and the AGGRIEVED EMPLOYEES to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hours period worked.

DEFENDANTS willfully required PLAINTIFFS and the AGGRIEVED EMPLOYEES to work during rest periods and failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES the full rest period premium for work performed during rest periods. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at that employee’s regular rate of compensation for each workday that the rest period is not provided. DEFENDANTS failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES the full rest period premium due pursuant to California Labor Code section 226.7 for all missed rest breaks.

Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to recover from DEFENDANTS one additional hour of pay at the employees’ regular rate of compensation for each and every workday that the rest period was not provided. In determining the regular rate of pay for each AGGRIEVED EMPLOYEES member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated.

**FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING OVERTIME
WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198; IWC
WAGE ORDER NO.4.**

Sanchez and the AGGRIEVED EMPLOYEES were “non-exempt” employees of DEFENDANTS, and Torres was misclassified as “exempt” entitled to overtime compensation pursuant to Cal. Lab. Code § 510 who did not receive proper amount of compensation for overtime work performed. Specifically, DEFENDANTS failed to compensate PLAINTIFFS and the

AGGRIEVED EMPLOYEES, for all hours worked, including but not limited to undergoing airport security checks, and for overtime at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab. Code § 510.

By failing to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses, DEFENDANTS deprived PLAINTIFFS and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing the payment of wages for all hours worked and overtime wages.

PLAINTIFFS and the AGGRIEVED EMPLOYEES regularly and/or consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours worked by PLAINTIFFS and the AGGRIEVED EMPLOYEES, DEFENDANTS intentionally, willfully, in bad faith, and in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and refused to compensate PLAINTIFFS and the AGGRIEVED EMPLOYEES at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for all of the overtime hours worked.

DEFENDANTS were aware of, and were under a duty to comply with the overtime provisions of the IWO Wage Orders, and California Labor Code including, but not limited to, California Labor Code §§510, 1194 and 1198.

The IWC Wage Order provides that DEFENDANTS are and were required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES employed by DEFENDANTS, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the employee's regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty hours (40) in a workweek.

The Applicable IWC Wage Order further provides that DEFENDANTS are and were required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES overtime compensation at the rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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.” [Emphasis added].

California Labor Code §1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and cost of the suit.”

California Labor Code §1198, in pertinent part, provides:

“(t) the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

By refusing to compensate PLAINTIFFS and the AGGRIEVED EMPLOYEES the proper overtime wages earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the applicable IWC Wage Order, and their actions are therefore unlawful. PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to receive the proper amount of overtime compensation for all hours worked in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of work in any one workweek at the rate of no less than one and one half times the regular rate of pay for each employee. In determining the regular rate of pay for each AGGRIEVED EMPLOYEES member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated. Pursuant to California Labor Code §1194, PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to recover unpaid overtime compensation and double time compensation, including interest thereon.

**FAILURE TO PAY MINIMUM WAGE
LABOR CODE §§ 1197, 1194, 1194.2, 1197.1, LA ADMIN. CODE § 10.37.2**

Cal. Lab. Code §1197 provides that: “The minimum wage for employees fixed by the commission or by any applicable state or *local law*, is the minimum wage to be paid to employees, and *the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.*” [Emphasis added.]

Cal. Lab. Code §1194 provides in relevant part that any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

Cal. Lab. Code §1194.2 provides in relevant part that: “in any action under ... Section 1194 to recover wages because of a payment of wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wage unlawfully unpaid and interest thereon.”

California Code of Regulation title 8, §11040(4)(B) provides that employers must pay all employees not less than the lawful minimum wage for all hours worked.

Los Angeles Administrative Code § 10.37.2(a)(1), provides that

“On July 1, 2016, the wage for Airport Employees shall be no less than \$11.68 with health benefits and no less than \$16.73 without health benefits. On July 1, 2017, the wage for

Airport Employees shall be no less than \$12.08 per hour with health benefits and no less than \$17.26 without health benefits, unless the annual increase provided in Section 10.37.2(a)(2) is higher. On July 1, 2018, the annual increase will continue as provided in Section 10.37.2(a)(2).”

DEFENDANTS’ business is part of the “Technical/Mechanical Industry” within the meaning of California Code of Regulations, title 8 section 11040. Sanchez and the AGGRIEVED EMPLOYEES were “non-exempt” employees of DEFENDANTS, and Torres was misclassified as “exempt”, therefore, within the meaning of Cal. Code of Regulations tit. 8, §11040. DEFENDANTS required PLAINTIFFS and the AGGRIEVED EMPLOYEES to purchase and maintain the tool, and required them to undergo airport security checks. The purchase of the required tools and the time to undergo airport security checks caused PLAINTIFFS’ and the AGGRIEVED EMPLOYEES’ wages to fall below the required minimum wage. By doing so, DEFENDANTS failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES appropriate minimum wages. By these actions, DEFENDANTS violated Cal. Lab. Code §1197, Los Angeles Administrative Code § 10.37.2, and are liable to PLAINTIFFS and the AGGRIEVED EMPLOYEES.

As a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the AGGRIEVED EMPLOYEES have been deprived of compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, including interest thereon, attorneys’ fees, costs, liquidated damages, and any other damages as set forth under California law, including statutory and civil penalties under Cal. Labor Code §2699.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a)), 226.3

Labor Code § 226(a) requires employers, including DEFENDANTS, to furnish their employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

DEFENDANTS engage in a policy and practice of violating California Labor Code §§ 226(a), and 246(i)¹ by failing to provide PLAINTIFFS with accurate itemized wage statements in compliance

¹ Lab Code § 246(i) states: “An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee’s itemized wage statement “unlimited.” The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to

with the statutory requirement of §226(a) and with written notices setting forth the amount of paid sick leave available, or PTO leave that DEFENDANTS provide in lieu of sick leave, for use either on each employees' itemized wage statements as described in Section 226 or in a separate writing provided on the designated pay date with each employees' payment of wages as required by §246(i) (*See* footnote 20).

DEFENDANTS knew or should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were entitled to receive itemized wage statements or separate written statements showing the amount of paid sick leave available, or paid time off provided in lieu of sick leave. In violation of the California Labor Code, DEFENDANTS failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES members with itemized wage statements or separate written statements *accurately* showing this information.

The wage statements DEFENDANTS provide PLAINTIFFS fail to meet the requirements of the statute because, *inter alia*, fail to provide the net wages earned as a result of the unreimbursed necessary business expenditures, the gross wages earned, the paid sick leave accrued and available or PTO, the total hours worked.

DEFENDANTS' ongoing and systematic failure to provide the requisite sick leave benefits to PLAINTIFFS and failure to provide them with accurate balances of their benefits available, violates California Labor Code section 246. PLAINTIFFS and the Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5².

WAITING TIME PENALTIES VIOLATION OF CALIFORNIA LABOR CODE § 201, 202, 203

Labor Code §§ 201, 202, 203, 227.3: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to pay former employees with all of their wages (vested PTO hours), and reimbursement for necessary business expenses, as specified by Labor Code §§ 201 and 202, as alleged herein.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. If the either

employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016." PLAINTIFFS' seek penalties pursuant to the PAGA for violation of Lab. Code § 246(i).

² PLAINTIFFS' seek penalties pursuant to the PAGA.

October 31, 2025

Page 14

LWDA does not intend to investigate the alleged violations, we specifically and respectfully request that our office is notified.

We look forward to determining whether the agency intends to take any action in reference to these violations.

With the kindest regards,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", with a long horizontal flourish extending to the right.

Natalie Mirzayan, Esq.

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, October 31, 2025 5:21 PM
To: mirzayanlaw@outlook.com
Subject: Thank you for submission of your PAGA Case.

10/31/2025

LWDA Case No. LWDA-CM-1135434-25
Law Firm : Mirzayan Law, APLC
Plaintiff Name : RODOLFO TORRES, GERARDO SANCHEZ
Employer: OSHKOSH AERO TECH, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.dir.ca.gov%2Fdosh%2Fcomplaint.htm&data=05%7C02%7C%7Cbda18e38cc6b4dd9bcda08de18dc8a4b%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C638975532644448940%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFBpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=UJT4uMX8%2Fgg1WEdVEVgvT3FnXYx8urZfcQ49S6pfJM%3D&reserved=0>

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:
https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7C%7Cbda18e38cc6b4dd9bcda08de18dc8a4b%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C6389755326444489010%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFBpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XLqYeA8hmPYL3zMworUfaGeyoC%2BSMA2f6R8mjjc5glY%3D&reserved=0

EXHIBIT 2



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 31, 2025

Natalie Mirzayan
26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202510-31571306
Right to Sue: Sanchez / OSHKOSH AEROTECH, LLC et al.

Dear Natalie Mirzayan:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 31, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202510-31571306

Right to Sue: Sanchez / OSHKOSH AEROTECH, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
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October 31, 2025

Gerardo Sanchez
26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202510-31571306
Right to Sue: Sanchez / OSHKOSH AEROTECH, LLC et al.

Dear Gerardo Sanchez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 31, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Gerardo Sanchez

CRD No. 202510-31571306

Complainant,

vs.

OSHKOSH AEROTECH, LLC
4074 S 1900 W
Roy, UT 84067

Jessica Frank
2132 E Avion St
Ontario, CA 91761

Respondents

1. Respondent **OSHKOSH AEROTECH, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Jessica Frank** individual as Co-Respondent(s).

3. Complainant **Gerardo Sanchez**, resides in the City of **Foothill Ranch**, State of **CA**.

4. Complainant alleges that on or about **January 7, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's religious creed - includes dress and grooming practices.

Complainant was discriminated against because of complainant's religious creed - includes dress and grooming practices and as a result of the discrimination was terminated, denied any employment benefit or privilege, denied accommodation for religious beliefs.

Complainant experienced retaliation because complainant requested or used a religious accommodation and as a result was terminated, denied any employment benefit or privilege, denied accommodation for religious beliefs.

Additional Complaint Details: Plaintiff Sanchez requested Sundays off so he can attend church service and religious practices based on his sincerely held religious beliefs and he requested reasonable accommodation. Sanchez received a denial of his request stating that no reasonable accommodation will be provided because doing so would create undue hardship on the business and customer. The blanket denial to Sanchez fails to address any specifics supporting the denial and fails to demonstrate any undue hardship giving cause for the refusal to provide reasonable accommodation.

The blanket denial to Sanchez requesting an accommodation evidences an intentional disregard of the request and constitutes a violation of Sanchez' rights under state law.

1 VERIFICATION

2 I, **Natalie Mirzayan**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On October 31, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Foothill Ranch, CA**