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October 4, 2025

Submitted Electronically via LWDA Portal:

Labor and Workforce Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, California 90013

Via Certified Mail (Return Receipt Requested):

John R. Hiebert, Agent of Service of Process
THERMAL-COOL, INC.
1995 Down St
Riverside, California 92507

PRIVATE ATTORNEY GENERAL ACT NOTICE

Re: ***NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2699.3 ("PAGA")
RE: THERMAL-COOL, INC.***

Dear Sir or Madam:

This firm represents Francisco De Jesus Cervantes (herein referred to as "Plaintiff"), who was employed by Thermal-Cool, Inc. (herein referred to as "Defendant"). Pursuant to California Labor Code § 2699.3(a), Plaintiff hereby provides written notice that Defendant has engaged in multiple, systemic violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders (including under California Labor Code § 558.1). Plaintiff intends to pursue a civil action under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2699 et seq., on behalf of himself and all similarly situated non-exempt, hourly employees who worked for Defendant in the State of California during the relevant time period ("Aggrieved Employees").

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Defendant operates a heating, ventilation, and air conditioning (“HVAC”) installation and service business throughout Southern California and employs approximately forty-five to fifty (45–50) employees, including installers, technicians, and office staff.

Plaintiff began his employment with Defendant on or about August 14, 2024, working as an Air Conditioning Installer earning \$30.00 per hour. He regularly reported to job sites as early as 5:00–6:00 a.m. and worked until approximately 2:00–3:00 p.m., often exceeding eight (8) hours per day. Plaintiff’s employment was terminated on or about November 19, 2024, under the pretext of “lack of available work.”

In reality, Plaintiff’s termination occurred shortly after he verbally complained to management on or about October 2, 2024, regarding repeated harassment and discriminatory treatment by his supervisor, who mocked and yelled at Plaintiff for being Mexican and for not speaking English. Despite his complaint to management personnel, Defendant failed to take corrective action and instead terminated Plaintiff within weeks of his report. This sequence of events demonstrates retaliatory intent and further underscores Defendant’s pattern of disregarding its legal obligations to its workers. Plaintiff’s complaint to management regarding harassment and discrimination constituted protected activity under California law, and his subsequent termination constitutes unlawful retaliation.

MEAL BREAKS

During the relevant time period, Defendant failed to provide lawful, uninterrupted meal periods to Plaintiff and other Aggrieved Employees as required under California Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours per day without being relieved of all duties for an uninterrupted thirty (30) minute meal period before the start of the fifth hour of work.

Defendant maintained a consistent pattern of scheduling employees in a manner that prevented timely or complete meal breaks. Employees were expected to continue working through their meal periods or to remain on duty in case additional service calls arose. Plaintiff was routinely required to continue installing HVAC systems, loading materials, or assisting coworkers during his meal periods due to the heavy workload and limited staffing. As a result, meal breaks were often taken late, interrupted by supervisors, or skipped entirely.

Defendant’s payroll and timekeeping records further confirm that no meal period premiums were ever recorded or paid. Plaintiff’s wage statements from August through November 2024 do not list any additional one-hour premium payments or any indication that meal-period penalties were calculated or issued. Moreover, Defendant failed to implement any system for recording when employees began and ended meal periods, instead relying on rounded total hours worked.

Defendant’s practices also extended to longer shifts exceeding ten (10) hours, during which Plaintiff and Aggrieved Employees were not provided a compliant second meal period. Despite these repeated violations, Defendant failed to compensate employees with one (1) additional hour of



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pay at their regular rate of pay for each workday in which a compliant meal period was not provided.

REST BREAKS

Defendant also failed to authorize and permit lawful rest breaks for Plaintiff and other Aggrieved Employees as required under California Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order. Throughout the relevant time period, Plaintiff and other Aggrieved Employees regularly worked shifts exceeding four (4) hours or a major fraction thereof without being provided at least one uninterrupted ten (10) minute rest period during which they were relieved of all duties.

Defendant exercised control over employees during rest periods by requiring them to remain on standby, answer calls, or continue assisting with installation and service tasks. Supervisors frequently instructed Plaintiff to complete ongoing projects before taking any breaks, effectively preventing him from leaving the job site or taking a full rest period. As a result, rest breaks were routinely skipped, delayed, or interrupted due to the continuous flow of work orders and the pressure to meet daily productivity demands.

Defendant never implemented a system to record or track rest breaks, nor did it provide any compensation for missed or interrupted rest periods. Plaintiff's wage statements confirm the absence of any rest break premiums or other payments compensating for these violations. Employees working shifts longer than six (6) hours were not provided a second rest break, and those working over ten (10) hours were denied a third rest break, as required by law.

Defendant therefore failed to authorize and permit rest breaks in compliance with California law and failed to pay one (1) additional hour of pay at the employee's regular rate of pay for each day a compliant rest break was not provided.

OVERTIME

Defendant willfully failed to pay Plaintiff and other Aggrieved Employees all overtime wages earned in violation of California Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198. Plaintiff routinely worked shifts exceeding eight (8) hours per day, often beginning between 5:00 a.m. and 6:00 a.m. and finishing between 2:00 p.m. and 3:00 p.m., with additional time spent loading materials, traveling between job sites, and preparing equipment before and after scheduled hours. Despite this, Defendant failed to compensate Plaintiff for all hours worked over eight (8) in a day or for time worked off the clock.

Defendant also required Plaintiff to work through all or part of his meal periods but continued to deduct a full thirty (30) minutes from his recorded time each day. This practice resulted in the underpayment of both regular and overtime wages. Plaintiff's wage statements from August through November 2024 reflect consistently rounded time entries (e.g., "40:00," "39:30," "31:30") and repeated use of generic "Overtime (x1.5)" entries of "56.25," without identifying the



actual number of overtime hours worked. These records show that Defendant failed to accurately record daily hours and to calculate overtime pay based on the true number of hours worked.

Additionally, Defendant failed to include all non-discretionary earnings, such as meal-period premiums and other wage-related compensation, in calculating the regular rate of pay for overtime purposes. Defendant's practices therefore resulted in both unpaid overtime wages and unpaid minimum wages, along with associated liquidated damages and civil penalties under the Labor Code.

UNREIMBURSED BUSINESS EXPENSES

During the relevant time period, Defendant required Plaintiff to use his personal property and incur out-of-pocket expenses to perform his job duties without reimbursement, in violation of California Labor Code § 2802. Plaintiff regularly used his personal cell phone to clock in and out, communicate with dispatchers, and receive work assignments; his personal vehicle to travel between multiple job sites throughout Riverside County and neighboring areas; and his own tools, protective gear, and work clothing. Plaintiff estimates that he drove approximately seven hundred (700) miles for Defendant's benefit without any mileage reimbursement and personally paid for required work tools, pants, and shoes.

Defendant failed to maintain any reimbursement policy or system to compensate employees for these business-related costs. As a result, Plaintiff and other Aggrieved Employees bore the financial burden of expenses that should have been paid by the employer, constituting a further violation of California Labor Code § 2802.

IMPROPER RECORDS

Defendant failed to maintain accurate payroll and timekeeping records as required under California Labor Code §§ 226, 226.2, and 1174, as well as Industrial Welfare Commission Wage Order No. 5-2001, § 7. Defendant did not keep or preserve complete and accurate records of the total daily and weekly hours worked by Plaintiff and other Aggrieved Employees, the applicable hourly rates of pay, total hours worked per pay period, all deductions taken, and the specific start and end times of meal periods. Defendant's records also failed to reflect any premiums owed for missed meal or rest periods, contrary to Labor Code requirements.

Defendant knowingly and deliberately failed to include in employees' wage statements the additional one (1) hour of compensation required for each missed meal or rest break. Defendant also required Plaintiff to work off the clock before and after his scheduled shifts without recording or compensating for that time. Payroll and time records reflect consistent rounding of total hours (e.g., "40:00," "39:30," "31:30") and the use of generic entries such as "Overtime (x1.5)" for "56.25," without specifying the actual number of overtime hours worked. These practices concealed the true number of hours worked and the actual wages owed to Plaintiff and other Aggrieved Employees.

Moreover, Defendant failed to record the start and end times of meal periods, instead relying on estimated work schedules rather than actual hours worked. Defendant's failure to maintain and



provide accurate itemized wage statements deprived Plaintiff and other Aggrieved Employees of the ability to verify the correctness of their pay and ensure compliance with California law. These omissions were not inadvertent but reflected Defendant’s ongoing disregard for statutory recordkeeping obligations.

ACCURATE PAYROLL

As a result of the above unlawful practices, Defendant failed to record and report all hours worked and meal periods taken, in violation of California Labor Code § 1174 and the applicable Industrial Welfare Commission Wage Order. Defendant also failed to maintain accurate payroll records as required by California Labor Code §§ 226, 226.3, and 1198, and failed to ensure that all required information was accurately reflected on the employees’ wage statements.

Defendant’s wage statements failed to list accurate total hours worked, the correct hourly rates of pay, and all overtime and premium wages earned. The paystubs issued to Plaintiff between August and November 2024 contain only rounded total hours (e.g., “40:00,” “39:30,” “31:30”) and generic “Overtime (x1.5)” entries of “56.25,” without identifying the actual number of overtime hours or rates used to calculate those amounts. Defendant also failed to itemize any payments for meal period or rest break premiums, which were never paid despite daily violations.

Defendant’s failure to provide accurate itemized wage statements violated California Labor Code §§ 226(a) and 226.3 by omitting key information such as gross and net wages earned, total hours worked, applicable hourly rates, and the inclusion of all premium pay owed. These omissions prevented Plaintiff and other Aggrieved Employees from determining whether they were properly compensated and deprived them of their right to receive transparent and compliant wage documentation as required by California law.

VIOLATIONS AND CONCLUSION

Additionally, Plaintiff’s paystubs demonstrate consistent rounding practices that obscure the actual hours worked and further conceal unpaid wages. Lastly, due to the above violations, Aggrieved Employees who are no longer employed by Defendant were not paid all wages owed at the time of separation, in violation of, among other provisions, California Labor Code §§ 201–203, 204, and 558. Defendant’s failure to timely and fully pay all final wages, including unpaid overtime and missed-break premiums, constitutes willful noncompliance with California’s wage payment requirements.

Therefore, Defendant is in violation of California Labor Code § 2699.5, including but not limited to the following provisions:

1. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
2. California Labor Code § 226.7 (Unpaid Rest Break Premiums);
3. California Labor Code §§ 226(a) and 226.3 (Non-Compliant Wage Statements);
4. California Labor Code § 1198 (Standard Conditions of Labor);



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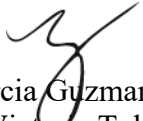
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5. California Labor Code § 1174 and Industrial Wage Order No. 5-2001 (Failure to Maintain Records);
6. California Labor Code § 2802 (Failure to Reimburse Business Expenses);
7. California Labor Code §§ 201, 202, and 203 (Failure to Timely Pay Wages Upon Termination);
8. California Labor Code §§ 1194, 1194.2, 1197, and 1197.1 (Unpaid Minimum Wages);
9. California Labor Code §§ 510 and 1198 (Unpaid Overtime); and
10. California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages).

Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve this written notice upon Defendant's designated agent for service of process and the Labor and Workforce Development Agency by certified mail.

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached through email at marcia@guzmanandtokar.com or you may call our office at (626) 427-7128.

Very truly yours,


Marcia Guzman, Esq.
/s/ Victoria Tokar, Esq.

MG/ga/jd
CC: Francisco De Jesus Cervantes

