MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

July 6, 2026

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

Triton Air Home Services, LLC
1221 Puerta Del Sol, #300
San Clemente, California 92673

Triton Air, Inc.
1221 Puerta Del Sol, #300
San Clemente, California 92673

Triton Air Holdings, Inc.
1221 Puerta Del Sol, #300
San Clemente, California 92673

Re: *Mary Guenther v. Triton Air Home Services, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mary Guenther ("Ms. Guenther") in claims arising from her employment with Triton Air Home Services, LLC, Triton Air, Inc., Triton Air Holdings, Inc., and Does 1 through 100 (collectively, "Triton Air"). Ms. Guenther is an "aggrieved employee" as defined by Labor Code section 2698, *et seq*., due to Triton Air's violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

Triton Air employed Ms. Guenther as a non-exempt employee from approximately March 2025 to approximately February 2026. For purposes of this letter, "aggrieved employees" are all current and former non-exempt employees of Triton Air who worked for Triton Air in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Ms. Guenther's contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

During Ms. Guenther's employment with Triton Air, Triton Air failed to provide her and other non-exempt employees with all statutorily mandated meal periods due to

Triton Air's meal period policies/practices. Specifically, the workload imposed on Ms. Guenther and other aggrieved employees often made it impracticable for Ms. Guenther and other aggrieved employees to take an uninterrupted 30-minute off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal period on shifts over 10.0 hours. Ms. Guenther and other aggrieved employees' meal periods were often late, interrupted, delayed, missed and/or cut short due to the workload place on them. Despite these violations, Triton Air failed to pay meal period premium wages required by Labor Code section 226.7. On information and belief, during at least a portion of the relative time period, Triton Air maintained no payroll code or other mechanism for paying meal period premiums when Triton Air failed to provide a legally compliant meal period.

Triton Air also failed to authorize and permit rest periods to Ms. Guenther and other aggrieved employees. Specifically, Triton Air failed to authorize and permit a 10-minute net rest period for every 4 hours worked or major fraction thereof, as Ms. Guenther and other aggrieved employees were frequently unable to take the rest periods to which they were entitled as a result of the workload imposed on them by Triton Air. In those instances that Triton Air failed to provide Ms. Guenther and other aggrieved employees with a legally compliant rest period, Triton Air failed to pay the rest period premiums required by Labor Code section 226.7. On information and belief, during at least a portion of the relative time period, Triton Air maintained no payroll code or other mechanism for paying rest period premiums when Triton Air failed to authorize and permit a legally compliant rest period.

Triton Air also failed to incorporate the value of Ms. Guenther's and other aggrieved employees' non-discretionary commissions, bonuses, and/or other forms of non-discretionary compensation (referred to as "Incentive Pay") when paying sick pay wages, as required under Labor Code § 246(l(1) (requiring sick pay to be paid at employee's "regular rate" of pay). For example, in the pay period of July 5-11, 2025, Ms. Guenther's wage statement reflects that she was paid a base rate of $21.00 per hour, earned $37.00 in "Spiffs" bonuses/commissions, was paid overtime wages at $31.95 per hour, which was 1.5 times her regular rate of pay, and sick pay at $21.00 per hour which was 1.5 times her base hour rate of $21.00 (not 1.5 time her "regular rate" of pay).

Triton Air also failed to reimburse Ms. Guenther and other aggrieved employees for all work-related expenses incurred in the course of their employment. Specifically, Ms. Guenther and other aggrieved employees were required to use their personal cell phones for work related purposes, including, but not limited to, communicating with customers, management, and other employees.. Despite requiring Ms. Guenther and other aggrieved employees to use their personal cellular phones for work-related purposes, Triton Air failed to reimburse Ms. Guenther and other aggrieved employees for any portion of their personal cellular phone bills.

As a result of Triton Air's failure to pay meal and rest period premium wages, as well as its failure to pay sick time at one-and-one-half the regular rate of pay, Triton Air has maintained inaccurate payroll records, and issued inaccurate wage statements to Ms. Guenther and other aggrieved employees.

In addition, the wage statements issued to Ms. Guenther and other aggrieved employees were facially deficient in that they failed to comply with Labor Code section 226(a)(8), as the wage statements issued by Triton Air to Ms. Guenther and other aggrieved employees fail to identify the name and address of the legal entity that is the employer. Specifically, the wage statements furnished on Ms. Guenther listed "Triton Air Home Services LLC" and the associated address on the wage statements is listed as 1221 Puerta Del Sol, #300, San Clemente, CA 92673. Triton Air Home Services LLC is not registered with the California Secretary of State and there is no indication that it is authorized to do business in California. Moreover, "Triton Air, Inc." and "Triton Air Holdings, Inc." are California Corporations that are registered with the California Secretary of State and they both have their principal place of business listed as 1221 Puerta Del Sol #300, San Clemente, California.

As a result of Triton Air's failure to pay meal and rest period premium wages, as well as its failure to pay sick time at one-and-one-half the regular rate of pay, Triton Air failed to pay all wages owed to Ms. Guenther and other formerly employed aggrieved employees at the separation of their employment.

On information and belief, Triton Air has engaged in the above unlawful practices throughout the relevant time period and continuing to the present. As described above, Triton Air committed, and continues to commit, the following violations of the California Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

<u>Meal Period Violations</u>

As alleged herein, Triton Air has failed in its affirmative obligation to provide its employees in California, including Ms. Guenther and other aggrieved employees, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4. Despite Triton Air's violations, Triton Air has not paid an additional hour of pay to Ms. Guenter and other aggrieved employees at their respective regular rates of compensation in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

<u>Rest Period Violations</u>

As alleged herein, Triton Air has failed in its affirmative obligation to authorize and permit its non-exempt employees in California, including Ms. Guenther and other aggrieved employees, all legally-compliant rest periods in accordance with the mandates of the California Labor Code and Wage Order 4. Despite Triton Air's violations, Triton Air has not paid an additional hour of pay to Ms. Guenther and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 516, and 1198.

<u>Sick Pay Violations</u>

Triton Air was, and is, required to incorporate the value of Incentive Pay when paying sick pay wages, as required under Labor Code § 246(l)(1) (requiring sick pay to be paid at employee's "regular rate" of pay). As alleged herein, Triton Air has failed to correctly pay all sick pay wages owed to Ms. Guenther and other aggrieved employees, in violation of California law.

Failure to Reimburse Business Expenses

As alleged above, Ms. Guenther and other aggrieved employees have been required to use their personal cell phones for work purposes. Although Ms. Guenther and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or as a result of directives from Triton Air, Triton Air has not reimbursed them for their necessary work expenditures during the relevant time period. Triton Air's policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees 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 obedience to the directions of the employer.") Ms. Guenther and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses, with interest.

Wage Statement and Recordkeeping Violations

As alleged above, Triton Air has, as a matter of uniform policy and practice, failed to furnish Ms. Guenther and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, meal and rest period premium wages and sick pay owed to Ms. Guenther and other aggrieved employees, in violation of Labor Code § 226(a). Triton Air has also failed to maintain accurate records of, *inter alia*, Ms. Guenther's and aggrieved employees' hours worked and meal periods taken, in violation of Section 7 of Wage Order 4 and Labor Code §§ 1174, 1198, and 1199.

Ms. Guenther is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Ms. Guenther will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein, as well as appropriate injunctive relief. Based on Ms. Guenther's investigation, and on information and belief, Triton Air has committed the following Labor Code violations:

a. Triton Air has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Guenther and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

b. Triton Air has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Guenther and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;

c. Triton Air has violated Labor Code § 246(l)(1) by failing to properly pay Ms. Guenther and other aggrieved employees all sick pay wages earned;

d. Triton Air has violated Labor Code §§ 226 and 1198 by failing to furnish Ms. Guenther and other aggrieved employees with accurate and complete itemized wage statements;

e. Triton Air has violated Labor Code §§ 201-203 by failing to timely pay all final wages to Ms. Guenther and other formerly employed aggrieved employees;

f. Triton Air has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse Ms. Guenther and other aggrieved employees for all work-related expenses.

g. Triton Air has violated Labor Code §§ 1174, 1198, and 1199 by failing to maintain accurate records of the hours worked by, meal periods taken by, and other records regarding Ms. Guenther and other aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify our office and Triton Air if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.

Neil Larsen
Neil M. Larsen