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Attorneys for Plaintiff ERIC M. GUAJARDO,
on behalf of the general public as private attorney general

ELECTRONICALLY FILED
Superior Court of California,
County of Fresno
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

ERIC M. GUAJARDO, on behalf of the general public as private attorney general, Plaintiff, v. SIERRA AVIATION GROUP, INC., a California Corporation; SIERRA AVIATION GROUP FRESNO, a California Corporation and DOES 1-50, inclusive, Defendants.	Case No. 26CU03602 ASSIGNED FOR ALL PURPOSES TO: JUDGE: DEPT: **PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

COMES NOW Plaintiff ERIC M. GUAJARDO ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants SIERRA AVIATION GROUP, INC., a California Corporation; SIERRA AVIATION GROUP FRESNO, a California Corporation and DOES 1-50, inclusive; and DOES 1-50, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant's: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant's employ and during employment, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to issue payment of wages in the form of a Labor Code-compliant instrument, (h) failure to pay vested vacation pay, and (i) failure to pay sick pay accurately. As a result Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants is doing business throughout California, including but not limited to Fresno County, and each Defendants is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employs numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendant's aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant's employ and during employment, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to issue payment of wages in the form of a Labor Code-compliant instrument, (h) failure to pay vested vacation pay, and (i) failure to pay sick pay accurately.

9. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay wages including overtime wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees. Defendants have also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees. Defendants have also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to reimburse necessary business expenses to Plaintiff and aggrieved employees.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants issued payment of wages in the form of a non-labor compliant instrument, in the form of a gift cards unaccounted for in paystubs.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay vested vacation pay to Plaintiff and aggrieved employees.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay sick pay to Plaintiff and aggrieved employees.

18. Plaintiff on behalf of the general public as private attorney general and all other

aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 212-213, 226, 246, 227.3, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, ERIC M. GUAJARDO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants, during June 2024 as a Non-Exempt Employee with the title of Wheelchair Agent and worked during the liability period for Defendants, at Defendants' Fresno, California location until Plaintiff's separation from Defendants' employ in approximately October 2025.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) not provided first and second meal periods nor paid premium wages;

c) not provided first and second rest periods nor paid premium wages;

d) not paid timely upon separation from Defendants' employ;

e) not provided accurate itemized wage statements;

f) not paid all wages with Labor Code-compliant instruments;

g) not paid sick pay;

h) not paid vacation pay; and

i) not reimbursed or necessary business expenses.

21. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the

Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

22. Defendant, SIERRA AVIATION GROUP, INC. is a California Corporation, that operates as an aviation service business. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

23. Defendant, SIERRA AVIATION GROUP FRESNO is a California Corporation, that operates as an aviation service business. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

24. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

25. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

26. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

27. Plaintiff is informed and believe Aggrieved employees have at all times pertinent

hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

28. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendants' aviation business.

29. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

30. On information and belief, during the relevant time frame, Plaintiff and Aggrieved employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

31. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved employees based upon an hourly rate.

32. On information and belief, during the relevant time frame, Plaintiff and Aggrieved employees typically worked six (6) days a week.

33. Plaintiff is informed and believes that the Aggrieved employees were required to keep similar schedules.

34. In addition, the Aggrieved employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum and overtime wages.

35. Defendants also failed to properly calculate Plaintiff's and Aggrieved employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate including but not limited to bonuses, incentives, commissions, retroactive pay, bonus-spot, shift differentials, and other compensation for overtime calculation purposes.

36. Plaintiff and Aggrieved employees were not compensated overtime wages owed to them for their time spent off the clock waiting in line for the time clocks to become available to

clock in or out.

37. On information and belief, Defendants maintained and implemented on-call shift practices that required employees to remain available for work while under Defendants' control.

38. During the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

39. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved employees legally compliant second meal periods on shifts over ten hours as required by law. Plaintiff and Aggrieved employees worked more than ten hours a day on a consistent and regular basis during the relevant time period where no second meal breaks were given. Plaintiff and Aggrieved employees worked over ten (10) hours a week approximately one or two times a week but did not have second meal breaks.

40. On information and belief, Plaintiff and Aggrieved employees did not waive their rights to meal periods under the law.

41. Plaintiff and Aggrieved employees were not provided with valid lawful on-duty meal periods.

42. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

43. Plaintiff and Aggrieved employees were prohibited from leaving the premises during rest breaks and meal breaks.

44. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and Aggrieved employees were entitled to receive premium wages based on their regular rate of pay under California Labor Code § 226.7

but were not receiving such compensation.

45. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the California Labor Code and IWC wage order.

46. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved employees to take their lawfully required breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

47. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

48. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved employees for all wages owed including minimum wages, meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved employees which Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

49. On information and belief, during the relevant timeframe, Defendants had a policy that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved employees.

50. During the relevant timeframe, Defendants failed to accurately pay said vested paid time off/vacation time to its employees at the time of termination, including Plaintiff and Aggrieved employees, at their final rate in accordance with said policy and in accordance with the law.

51. On information and belief, in violation of labor code sections 212-213, Defendants provided Plaintiff and Aggrieved employees with holiday gift cards as part of their compensation or remuneration, but such gift cards were not reflected on employees' itemized wage statements.

52. Defendants failed to reimburse Plaintiff and Aggrieved employees for business expenses incurred pursuant to California Labor Code § 2802. Plaintiff was not reimbursed for his personal cell phone use. Such cell phone use was required for work related purposes during work hours and outside of work hours. Additionally, Plaintiff and Aggrieved employees were not reimbursed for costs associated with uniform maintenance and costs incurred for purchasing protective gear.

53. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay vested vacation pay;

(e) failing to accurately pay and record sick pay;

(f) failing to reimburse necessary business expenses;

(g) failing to comply with Labor Code sections 212 and 213;

(h) failing to timely pay wages due upon separation of employment;

(i) failing to maintain accurately itemized wage statements; and

(j) conducting and engaging in unfair business practices.

54. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

55. Plaintiff and Aggrieved employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq*.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

56. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

57. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was…in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch. 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

58. Plaintiff brings this Representative Action on behalf of the State of California with

respect to himself and all other individuals who are or previously were employed by Defendants as non-exempt California employees during the applicable statutory period (the "aggrieved employees").

59. On or about August 7, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

60. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendants.

61. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 212, 213, 226, 226.3, 227.3, 246, 510, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

62. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week

63. Defendants also willfully violated Labor Code sections 201-203 by failing to provide all owed wages at separation from employment. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

64. Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation minimum and overtime wages, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

65. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

66. On information and belief, Defendants violated Labor Code sections 212 and 213 by issuing payment to Plaintiffs and Aggrieved Employees for their wages in a non-Labor Code-compliant instrument. For instance, Defendants on occasion would issue gifts cards to Plaintiffs and Aggrieved Employees to be included as a form of compensation.

67. California Labor Code § 212 requires California employers to comply with a series of provisions when issuing wages to employees. In short, the provisions of section 212(a)(1) forbid an employer from issuing payment of wages in an instrument that is not (1) negotiable, (2) payable in cash, (3) on demand, (4) without discount, (5) at an established place of business in the State, (6) the name and address of which appears on the instrument, and (7) which place of business has been prepared, by the deposit of funds, the establishment of credit, or by some arrangement or understanding, to pay the money called for by the instrument. *See People v. Turner,* 154 Cal. App. 2d F. Supp. 883, 885-86 (1957).

68. Labor Code § 213 prohibits an employer from depositing wages due or to become due or an advance on wages to be earned in an account in any bank, savings and loan association,

or credit union of the employee's choice with a place of business located in this state, provided that the employee has voluntarily authorized that deposit. If an employer discharges an employee or the employee quits, the employer may pay the wages earned and unpaid at the time the employee is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that the employer complies with the provisions of this article relating to the payment of wages upon termination or quitting of employment.

69. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

70. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

71. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

72. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved Employees for business expenses incurred as described above. Labor Code §2802 requires Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

73. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and

void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State

74. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

75. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

Dated: October 13, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff ERIC M. GUAJARDO on behalf of the general public as private attorney general

EXHIBIT A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

August 7, 2026

Via LWDA Website
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail

SIERRA AVIATION GROUP, INC., a California Corporation
Agent for Service of Process:
HEBA ABULAZM
9229 ARCHILBALD AVE
RANCHO CUCAMONGA, CA 91730
Receipt No.: 9589 0710 5270 3636 0553 59

SIERRA AVIATION GROUP FRESNO, a California Corporation
Agent for Service of Process:
HEBA ABULAZM
9247 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
Receipt No.: 9589 0710 5270 3636 0553 66

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

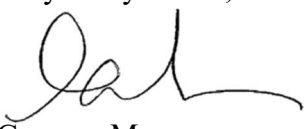
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ERIC M. GUAJARDO, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency SIERRA AVIATION GROUP, INC., a California Corporation; SIERRA AVIATION GROUP FRESNO, a California Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Fresno Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

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Attorneys for Plaintiff ERIC M. GUAJARDO,
on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

ERIC M. GUAJARDO, on behalf of the general public as private attorney general, Plaintiff, v. SIERRA AVIATION GROUP, INC., a California Corporation; SIERRA AVIATION GROUP FRESNO, a California Corporation and DOES 1-50, inclusive, Defendants.	Case No. ASSIGNED FOR ALL PURPOSES TO: JUDGE: DEPT: **PROPOSED PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

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I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

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II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

Defendants either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants is doing business throughout California, including but not limited to Fresno County, and each Defendants is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employs numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendant's aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant's employ and during employment, (e) failure to provide accurate itemized wage statements, (f) failure to reimburse necessary business expenses, (g) failure to issue payment of wages in the form of a Labor Code-compliant instrument, (h) failure to pay vested vacation pay, and (i) failure to pay sick pay accurately.

9. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay wages including overtime wages for hours worked while subject to the control of Defendants.

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide meal periods to Plaintiff and aggrieved employees. Defendants have also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide rest periods to Plaintiff and aggrieved employees. Defendants have also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to reimburse necessary business expenses to Plaintiff and aggrieved employees.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants issued payment of wages in the form of a non-labor compliant instrument, in the form of a gift cards unaccounted for in paystubs.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay vested vacation pay to Plaintiff and aggrieved employees.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have failed to pay sick pay to Plaintiff and aggrieved employees.

18. Plaintiff on behalf of the general public as private attorney general and all other

aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 212-213, 226, 246, 227.3, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, ERIC M. GUAJARDO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants, during June 2024 as a Non-Exempt Employee with the title of Wheelchair Agent and worked during the liability period for Defendants, at Defendants' Fresno, California location until Plaintiff's separation from Defendants' employ in approximately October 2025.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) not provided first and second meal periods nor paid premium wages;

c) not provided first and second rest periods nor paid premium wages;

d) not paid timely upon separation from Defendants' employ;

e) not provided accurate itemized wage statements;

f) not paid all wages with Labor Code-compliant instruments;

g) not paid sick pay;

h) not paid vacation pay; and

i) not reimbursed or necessary business expenses.

21. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the

Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

22. Defendant, SIERRA AVIATION GROUP, INC. is a California Corporation, that operates as an aviation service business. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

23. Defendant, SIERRA AVIATION GROUP FRESNO is a California Corporation, that operates as an aviation service business. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants over the last year.

24. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

25. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

26. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

27. Plaintiff is informed and believe Aggrieved employees have at all times pertinent

hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

28. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendants' aviation business.

29. Plaintiff is informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

30. On information and belief, during the relevant time frame, Plaintiff and Aggrieved employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

31. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved employees based upon an hourly rate.

32. On information and belief, during the relevant time frame, Plaintiff and Aggrieved employees typically worked six (6) days a week.

33. Plaintiff is informed and believes that the Aggrieved employees were required to keep similar schedules.

34. In addition, the Aggrieved employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum and overtime wages.

35. Defendants also failed to properly calculate Plaintiff's and Aggrieved employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate including but not limited to bonuses, incentives, commissions, retroactive pay, bonus-spot, shift differentials, and other compensation for overtime calculation purposes.

36. Plaintiff and Aggrieved employees were not compensated overtime wages owed to them for their time spent off the clock waiting in line for the time clocks to become available to

clock in or out.

37. On information and belief, Defendants maintained and implemented on-call shift practices that required employees to remain available for work while under Defendants' control.

38. During the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

39. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and Aggrieved employees legally compliant second meal periods on shifts over ten hours as required by law. Plaintiff and Aggrieved employees worked more than ten hours a day on a consistent and regular basis during the relevant time period where no second meal breaks were given. Plaintiff and Aggrieved employees worked over ten (10) hours a week approximately one or two times a week but did not have second meal breaks.

40. On information and belief, Plaintiff and Aggrieved employees did not waive their rights to meal periods under the law.

41. Plaintiff and Aggrieved employees were not provided with valid lawful on-duty meal periods.

42. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

43. Plaintiff and Aggrieved employees were prohibited from leaving the premises during rest breaks and meal breaks.

44. Plaintiff is informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and Aggrieved employees were entitled to receive premium wages based on their regular rate of pay under California Labor Code § 226.7

but were not receiving such compensation.

45. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the California Labor Code and IWC wage order.

46. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved employees to take their lawfully required breaks. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above workdays.

47. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

48. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved employees for all wages owed including minimum wages, meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved employees which Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

49. On information and belief, during the relevant timeframe, Defendants had a policy that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved employees.

50. During the relevant timeframe, Defendants failed to accurately pay said vested paid time off/vacation time to its employees at the time of termination, including Plaintiff and Aggrieved employees, at their final rate in accordance with said policy and in accordance with the law.

51. On information and belief, in violation of labor code sections 212-213, Defendants provided Plaintiff and Aggrieved employees with holiday gift cards as part of their compensation or remuneration, but such gift cards were not reflected on employees' itemized wage statements.

52. Defendants failed to reimburse Plaintiff and Aggrieved employees for business expenses incurred pursuant to California Labor Code § 2802. Plaintiff was not reimbursed for his personal cell phone use. Such cell phone use was required for work related purposes during work hours and outside of work hours. Additionally, Plaintiff and Aggrieved employees were not reimbursed for costs associated with uniform maintenance and costs incurred for purchasing protective gear.

53. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay vested vacation pay;

(e) failing to accurately pay and record sick pay;

(f) failing to reimburse necessary business expenses;

(g) failing to comply with Labor Code sections 212 and 213;

(h) failing to timely pay wages due upon separation of employment;

(i) failing to maintain accurately itemized wage statements; and

(j) conducting and engaging in unfair business practices.

54. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

55. Plaintiff and Aggrieved employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq*.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

56. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

57. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was…in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch. 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

58. Plaintiff brings this Representative Action on behalf of the State of California with

respect to himself and all other individuals who are or previously were employed by Defendants as non-exempt California employees during the applicable statutory period (the "aggrieved employees").

59. On or about August 7, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

60. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendants.

61. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 212, 213, 226, 226.3, 227.3, 246, 510, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

62. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week

63. Defendants also willfully violated Labor Code sections 201-203 by failing to provide all owed wages at separation from employment. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

64. Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation minimum and overtime wages, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

65. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

66. On information and belief, Defendants violated Labor Code sections 212 and 213 by issuing payment to Plaintiffs and Aggrieved Employees for their wages in a non-Labor Code-compliant instrument. For instance, Defendants on occasion would issue gifts cards to Plaintiffs and Aggrieved Employees to be included as a form of compensation.

67. California Labor Code § 212 requires California employers to comply with a series of provisions when issuing wages to employees. In short, the provisions of section 212(a)(1) forbid an employer from issuing payment of wages in an instrument that is not (1) negotiable, (2) payable in cash, (3) on demand, (4) without discount, (5) at an established place of business in the State, (6) the name and address of which appears on the instrument, and (7) which place of business has been prepared, by the deposit of funds, the establishment of credit, or by some arrangement or understanding, to pay the money called for by the instrument. *See People v. Turner,* 154 Cal. App. 2d F. Supp. 883, 885-86 (1957).

68. Labor Code § 213 prohibits an employer from depositing wages due or to become due or an advance on wages to be earned in an account in any bank, savings and loan association,

or credit union of the employee's choice with a place of business located in this state, provided that the employee has voluntarily authorized that deposit. If an employer discharges an employee or the employee quits, the employer may pay the wages earned and unpaid at the time the employee is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that the employer complies with the provisions of this article relating to the payment of wages upon termination or quitting of employment.

69. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a). Defendants further failed to include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

70. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

71. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

72. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved Employees for business expenses incurred as described above. Labor Code §2802 requires Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

73. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and

void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State

74. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

75. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

Dated: August 7, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS
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