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on behalf of the general public as private attorney general.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Aryanna Sheehe, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DANIEL QUINONEZ on behalf of the general public as private attorney general,

Plaintiff,

v.

OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive,

Defendants.

CASE NO.: CIVSB2630511

PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 et seq).

Plaintiff DANIEL QUINONEZ ("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 OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company 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 Defendant's: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to accurately record and pay sick leave; and (h) failing to provide suitable seating. 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,

each Defendant 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 Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Los Angeles County, and each Defendant 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 employ 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 non-exempt 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"), Defendant consistently maintained and enforced against Defendant's Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

statements; (f) failing to indemnify necessary business expenses; (g) failing to accurately record and pay sick leave; and (h) failing to provide suitable seating.

9. 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 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, DANIEL QUINONEZ was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately August 21, 2023 as a Non-Exempt Employee with the titles of HVAC Technician and worked during the liability period for Defendant until Plaintiff's separation from Defendant's employ in approximately August 29, 2025. Plaintiff's duties included, but were not limited to servicing, maintaining, and troubleshooting air conditioning units throughout the airport.

11. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

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

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the

Industrial Welfare Commission Wage Orders ("IWC");

d) not provided accurate itemized wage statements;

e) not timely paid wages;

f) not provided suitable seating;

g) not provided accurate wage statements;

h) not properly paid sick leave pay;

i) not reimbursed necessary business expenses; and

j) conducting and engaging in unfair business practices.

12. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, vacation pay, sick leave, and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, 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

13. Defendant OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company operates as a airport maintenance business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

14. 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 capacities are ascertained.

15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is

informed and believes and thereon alleges that each defendant 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 defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

16. 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.

17. Plaintiff is informed and believes 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.

18. 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 job duties related to Defendant's logistics business.

19. Plaintiff is informed and believes, 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.

20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved Employees are citizens of the state of California.

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

22. 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 such time at the employee's correct rate of pay per hour for overtime.

23. During the relevant time period, Defendants also failed to accurately incorporate all forms of remunerations such as the value of free meals provided into Plaintiff and Aggrieved Employees' regular rates when calculating overtime, sick pay, and meal and rest period premiums resulting in an inaccurate payment of overtime wage, sick pay, and meal and rest period premiums.

24.

25. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period as required by law.

26. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

27. Plaintiff and Aggrieved Employees missed meal breaks several times a week and had late meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

28. Further, Plaintiff and Aggrieved Employees suffered interrupted and/or late meal breaks approximately 2-3 times per week. For instance, Plaintiff was forced to take late meal breaks due to work demands and Defendant's general practice and policies. Plaintiff, and his fellow employees, would often be interrupted due to work demands and were not able to take a compliant uninterrupted 30 minute meal break.

29. For instance, Plaintiff would be forced to forego his meal period each Thursday, as the airport would shut down and he could not take a meal break. Often, Plaintiff was required to clock out, continue working, and take his meal period at some later time well after 5-6 hours into his shift.

30. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved Employees. Resulting in an underpayment of minimum and overtime wages.

31. Indeed, 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 the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

32. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as

required by law.

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

34. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

35. 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.

36. Plaintiff are informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

37. 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, including third rest breaks which is a violation of the Labor Code and IWC wage order. Plaintiff did not receive any rest breaks at any time.

38. 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. Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

39. 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 Labor Code section 226.7 and the

applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

40. On information and belief, Defendants also required Plaintiff and Aggrieved Employees to work off-the-clock. For instance, Plaintiff would work off-the-clock to conduct pre-shift activities. For instance, Plaintiff and all other employees conducted off-the-clock work while waiting in line for the Kronos time clocks to become available. For instance, Plaintiff and Aggrieved Employees had to wait in line for time clocks to become available to clock-in and clock-out. Plaintiff and Aggrieved Employees were not compensated for their time spent waiting to clock in and out.

41. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and Aggrieved Employees conducted off-the-clock work to prepare for shifts. On a daily basis, Plaintiff would get his various tools ready, organize PPE, and don his work badge and equipment.

42. Defendants required Plaintiff and Aggrieved Employees to work off-the-clock by requiring the use of personal cell phones for texting and calling regarding work related matters. Defendants required use of Plaintiff's personal cell phone for work related activities such as communicating (via phone call and text messaging) with management and conducting other work activities throughout the entirety of the day. For instance, Plaintiff was required to download an application on his personal cell phone called "Workday" to communicate with the Company, as well as to conduct safety training via his personal cell phone. Plaintiff used his personal cell phone on a daily basis for work purposes and was not compensated for this off-the-clock work.

43. Defendants failed to properly record and pay sick leave. Plaintiff was not properly paid his sick pay at time of separation, nor during his employment. Plaintiff was out sick for approximately three (3) days, but was only paid four (4) hours' worth of sick pay, despite accruing the proper amount for the time off he needed to recoup.

44. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for the maintenance of the company uniform, which included a company shirt and logo. Such

business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

45. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenses for the use of their personal cell phones. Plaintiff was required to use his personal cell phone for work related matters on a daily basis, including to communicate with management, and speaking with dispatch approximately 15 minutes per day. Plaintiff also conducted safety training on his personal cell phone, as required by the Company. Defendants did not reimburse Plaintiff for such use. For instance, Plaintiff was required to download an application on his personal cell phone called "Workday" to communicate with the Company, as well as to conduct safety training via his personal cell phone.

46. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for tools and equipment. For instance, Plaintiff was required to use tools to perform his job and he was required to provide his own tools and equipment, such as power tools, including a voltage meter, power drill, and an impact driver.

47. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for necessary protective gear and equipment. For instance, Plaintiff was required to wear protective gear, such as composite toed shoes, gloves, and safety glasses. Although the Company provided some protective gear via a vending machine dispenser, Plaintiff had to provide his own boots and other gear due to the vending machine system not working on a regular basis.

48. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for meal and rest period violations, overtime pay, gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In addition, upon information and belief, Defendants omitted an accurate itemization of the premiums due and owing for meal and rest period violations from Plaintiff and the Aggrieved

Employees' wage statements.

49. Further, Defendant acted in violation of the applicable sections of the California Labor Code and the requirements of the applicable wage order as Defendant failed to provide Plaintiff suitable seating when the nature of Plaintiff's work reasonably permitted sitting.

50. 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 that 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.

51. Defendants failed to provide Plaintiff with a final paystub, despite Plaintiff's request.

52. During the relevant time frame, Defendants shaved Plaintiffs' and on information and belief Aggrieved Employees' time. For instance, Plaintiffs clocked in using Kronos time clock. The timeclock automatically recorded Plaintiffs' time to the minute. Despite clocking in early for shifts, management for Defendants would alter and change his time, shaving the time to his exact scheduled start time. Over time, this resulted in an underpayment of minimum and overtime wages. On information and belief, Defendants failed to properly compensate Plaintiff and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiff's pay.

53. At all times relevant, Defendants implemented a rounding system, which over time favored the Defendants and was not neutral in practice resulting in minimum wage violations.

54. 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 provide accurate itemized wage statements;

(e) failing to timely pay Plaintiff and Aggrieved Employees;

(f) not provided suitable seating;

(g) failing to properly record and pay sick leave pay;

(h) failing to reimburse necessary business expenses; and

(i) conducting and engaging in unfair business practices.

55. 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.

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, section 11000 *et seq.*

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. On August 13, 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.

58. 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.

59. 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 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 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.*

60. At all times relevant, Plaintiff and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

61. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.

62. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and other forms of remuneration as described above into the regular rate of pay for overtime calculation purposes. Defendants further failed to accurately pay overtime wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above. 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 failed to provide Plaintiff and all other aggrieved employees uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies of on duty meal period practices which required employees to work during their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at time of trial.

64. Plaintiff, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take ten minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and by failing to provide compensation for such non-provided or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

65. 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.

66. 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 regular and overtime wages, and for non-provided meal and rest periods, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

67. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include but are not limited to regular and overtime wages, and meal and rest period premiums.

68. 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.

69. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant to Labor Code section 226(a).

70. Labor Code Section 246(i) provides that: "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."

71. Labor Code § 246 provides that the employer shall calculate paid sick leave by using one of two 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;" or (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."

72. Whenever Defendant paid Plaintiff and Aggrieved Employees sick time pursuant to California Labor Code § 246, Defendant did so at the incorrect rate of pay. Defendant paid Plaintiff and the Aggrieved Employees at the incorrect rate of pay and/or base hourly rate of pay, as opposed to the regular rate of pay, which would take into account all night premiums and/or shift differentials, or by dividing the employees' total wages, not including overtime premium pay, by the employees' total hours worked in the full pay periods of the prior 90 days of employment, as required by Labor Code § 246. This resulted in the employees being underpaid for sick time, and resulted in violations of California Labor Code §§ 201, 202, and 203, and other derivative Labor Code violations, because Defendant did not pay, or timely pay, Plaintiff and the unpaid wages for work performed by them during their employment and at the end of their employment.

73. As a result of the unlawful acts of Defendant, Plaintiff and Aggrieved Employees have been deprived of sick pay in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

74. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay and the hours for which they worked for any given pay period.

75. Defendants have failed to accurately record all time worked.

76. Defendants have also failed to pay vested vacation pay.

77. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

78. Plaintiff and aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

79. 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.

80. 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.

81. 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.

82. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

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

84. 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.

85. 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 20, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiff DANIEL QUINONEZ 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 13, 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
OSHKOSH AEROTECH, LLC
Agent for Service of Process:
CSC – LAWYERS INCORPORATING SERVICE
REBECCA VANG
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 3636 0554 03

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

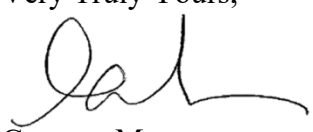
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff DANIEL QUINONEZ, 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 and OSHKOSH AEROTECH, LLC, a Delaware Corporation through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Bernardino County 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

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Attorneys for Plaintiff DANIEL QUINONEZ,
on behalf of the general public as private attorney general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DANIEL QUINONEZ on behalf of the general public as private attorney general,

Plaintiff,

v.

OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive,

Defendants.

CASE NO.:

PROPOSED PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 et seq).

Plaintiff DANIEL QUINONEZ ("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 OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company 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 Defendant's: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to accurately record and pay sick leave; and (h) failing to provide suitable seating. 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,

each Defendant 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 Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Los Angeles County, and each Defendant 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 employ 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 non-exempt 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"), Defendant consistently maintained and enforced against Defendant's Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

statements; (f) failing to indemnify necessary business expenses; (g) failing to accurately record and pay sick leave; and (h) failing to provide suitable seating.

9. 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 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, DANIEL QUINONEZ was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately August 21, 2023 as a Non-Exempt Employee with the titles of HVAC Technician and worked during the liability period for Defendant until Plaintiff's separation from Defendant's employ in approximately August 29, 2025. Plaintiff's duties included, but were not limited to servicing, maintaining, and troubleshooting air conditioning units throughout the airport.

11. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

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

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the

Industrial Welfare Commission Wage Orders ("IWC");

d) not provided accurate itemized wage statements;

e) not timely paid wages;

f) not provided suitable seating;

g) not provided accurate wage statements;

h) not properly paid sick leave pay;

i) not reimbursed necessary business expenses; and

j) conducting and engaging in unfair business practices.

12. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, vacation pay, sick leave, and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, 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

13. Defendant OSHKOSH AEROTECH, LLC, a Delaware Limited Liability Company operates as a airport maintenance business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

14. 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 capacities are ascertained.

15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is

informed and believes and thereon alleges that each defendant 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 defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

16. 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.

17. Plaintiff is informed and believes 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.

18. 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 job duties related to Defendant's logistics business.

19. Plaintiff is informed and believes, 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.

20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved Employees are citizens of the state of California.

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

22. 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 such time at the employee's correct rate of pay per hour for overtime.

23. During the relevant time period, Defendants also failed to accurately incorporate all forms of remunerations such as the value of free meals provided into Plaintiff and Aggrieved Employees' regular rates when calculating overtime, sick pay, and meal and rest period premiums resulting in an inaccurate payment of overtime wage, sick pay, and meal and rest period premiums.

24.

25. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period as required by law.

26. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

27. Plaintiff and Aggrieved Employees missed meal breaks several times a week and had late meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

28. Further, Plaintiff and Aggrieved Employees suffered interrupted and/or late meal breaks approximately 2-3 times per week. For instance, Plaintiff was forced to take late meal breaks due to work demands and Defendant's general practice and policies. Plaintiff, and his fellow employees, would often be interrupted due to work demands and were not able to take a compliant uninterrupted 30 minute meal break.

29. For instance, Plaintiff would be forced to forego his meal period each Thursday, as the airport would shut down and he could not take a meal break. Often, Plaintiff was required to clock out, continue working, and take his meal period at some later time well after 5-6 hours into his shift.

30. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved Employees. Resulting in an underpayment of minimum and overtime wages.

31. Indeed, 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 the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

32. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as

required by law.

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

34. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

35. 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.

36. Plaintiff are informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

37. 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, including third rest breaks which is a violation of the Labor Code and IWC wage order. Plaintiff did not receive any rest breaks at any time.

38. 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. Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

39. 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 Labor Code section 226.7 and the

applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

40. On information and belief, Defendants also required Plaintiff and Aggrieved Employees to work off-the-clock. For instance, Plaintiff would work off-the-clock to conduct pre-shift activities. For instance, Plaintiff and all other employees conducted off-the-clock work while waiting in line for the Kronos time clocks to become available. For instance, Plaintiff and Aggrieved Employees had to wait in line for time clocks to become available to clock-in and clock-out. Plaintiff and Aggrieved Employees were not compensated for their time spent waiting to clock in and out.

41. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and Aggrieved Employees conducted off-the-clock work to prepare for shifts. On a daily basis, Plaintiff would get his various tools ready, organize PPE, and don his work badge and equipment.

42. Defendants required Plaintiff and Aggrieved Employees to work off-the-clock by requiring the use of personal cell phones for texting and calling regarding work related matters. Defendants required use of Plaintiff's personal cell phone for work related activities such as communicating (via phone call and text messaging) with management and conducting other work activities throughout the entirety of the day. For instance, Plaintiff was required to download an application on his personal cell phone called "Workday" to communicate with the Company, as well as to conduct safety training via his personal cell phone. Plaintiff used his personal cell phone on a daily basis for work purposes and was not compensated for this off-the-clock work.

43. Defendants failed to properly record and pay sick leave. Plaintiff was not properly paid his sick pay at time of separation, nor during his employment. Plaintiff was out sick for approximately three (3) days, but was only paid four (4) hours' worth of sick pay, despite accruing the proper amount for the time off he needed to recoup.

44. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for the maintenance of the company uniform, which included a company shirt and logo. Such

business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

45. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenses for the use of their personal cell phones. Plaintiff was required to use his personal cell phone for work related matters on a daily basis, including to communicate with management, and speaking with dispatch approximately 15 minutes per day. Plaintiff also conducted safety training on his personal cell phone, as required by the Company. Defendants did not reimburse Plaintiff for such use. For instance, Plaintiff was required to download an application on his personal cell phone called "Workday" to communicate with the Company, as well as to conduct safety training via his personal cell phone.

46. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for tools and equipment. For instance, Plaintiff was required to use tools to perform his job and he was required to provide his own tools and equipment, such as power tools, including a voltage meter, power drill, and an impact driver.

47. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for necessary protective gear and equipment. For instance, Plaintiff was required to wear protective gear, such as composite toed shoes, gloves, and safety glasses. Although the Company provided some protective gear via a vending machine dispenser, Plaintiff had to provide his own boots and other gear due to the vending machine system not working on a regular basis.

48. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for meal and rest period violations, overtime pay, gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In addition, upon information and belief, Defendants omitted an accurate itemization of the premiums due and owing for meal and rest period violations from Plaintiff and the Aggrieved

Employees' wage statements.

49. Further, Defendant acted in violation of the applicable sections of the California Labor Code and the requirements of the applicable wage order as Defendant failed to provide Plaintiff suitable seating when the nature of Plaintiff's work reasonably permitted sitting.

50. 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 that 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.

51. Defendants failed to provide Plaintiff with a final paystub, despite Plaintiff's request.

52. During the relevant time frame, Defendants shaved Plaintiffs' and on information and belief Aggrieved Employees' time. For instance, Plaintiffs clocked in using Kronos time clock. The timeclock automatically recorded Plaintiffs' time to the minute. Despite clocking in early for shifts, management for Defendants would alter and change his time, shaving the time to his exact scheduled start time. Over time, this resulted in an underpayment of minimum and overtime wages. On information and belief, Defendants failed to properly compensate Plaintiff and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiff's pay.

53. At all times relevant, Defendants implemented a rounding system, which over time favored the Defendants and was not neutral in practice resulting in minimum wage violations.

54. 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 provide accurate itemized wage statements;

(e) failing to timely pay Plaintiff and Aggrieved Employees;

(f) not provided suitable seating;

(g) failing to properly record and pay sick leave pay;

(h) failing to reimburse necessary business expenses; and

(i) conducting and engaging in unfair business practices.

55. 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.

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, section 11000 *et seq.*

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. On August 13, 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.

58. 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.

59. 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 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 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.*

60. At all times relevant, Plaintiff and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

61. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.

62. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and other forms of remuneration as described above into the regular rate of pay for overtime calculation purposes. Defendants further failed to accurately pay overtime wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above. 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 failed to provide Plaintiff and all other aggrieved employees uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies of on duty meal period practices which required employees to work during their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at time of trial.

64. Plaintiff, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take ten minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and by failing to provide compensation for such non-provided or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

65. 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.

66. 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 regular and overtime wages, and for non-provided meal and rest periods, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

67. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include but are not limited to regular and overtime wages, and meal and rest period premiums.

68. 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.

69. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant to Labor Code section 226(a).

70. Labor Code Section 246(i) provides that: "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."

71. Labor Code § 246 provides that the employer shall calculate paid sick leave by using one of two 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;" or (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."

72. Whenever Defendant paid Plaintiff and Aggrieved Employees sick time pursuant to California Labor Code § 246, Defendant did so at the incorrect rate of pay. Defendant paid Plaintiff and the Aggrieved Employees at the incorrect rate of pay and/or base hourly rate of pay, as opposed to the regular rate of pay, which would take into account all night premiums and/or shift differentials, or by dividing the employees' total wages, not including overtime premium pay, by the employees' total hours worked in the full pay periods of the prior 90 days of employment, as required by Labor Code § 246. This resulted in the employees being underpaid for sick time, and resulted in violations of California Labor Code §§ 201, 202, and 203, and other derivative Labor Code violations, because Defendant did not pay, or timely pay, Plaintiff and the unpaid wages for work performed by them during their employment and at the end of their employment.

73. As a result of the unlawful acts of Defendant, Plaintiff and Aggrieved Employees have been deprived of sick pay in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

74. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay and the hours for which they worked for any given pay period.

75. Defendants have failed to accurately record all time worked.

76. Defendants have also failed to pay vested vacation pay.

77. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

78. Plaintiff and aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

79. 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.

80. 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.

81. 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.

82. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

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

84. 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.

85. 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 13, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
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Attorneys for Plaintiff DANIEL QUINONEZ on behalf of the general public as private attorney general