	1 2 3 4 5 6 7	TAYLOR LABOR LAW, P.C. 80 S. Lake Avenue, Suite 550 Pasadena, California 91101 (626) 219-6008 (office) (626) 219-6009 (fax) CHRISTOPHER W. TAYLOR, State Bar PARHAM BARKHORDAR, State Bar Nu JASON COHEN, State Bar Number: 3181 Attorneys for Plaintiff, TIM WILLIAMS	1mber: 307393 60	ELECTRONICALLY FILED Superior Court of California, County of San Diego 01/11/2019 at 01:10:16 PM Clerk of the Superior Court By Veronica Navarro,Deputy Clerk
	8	SUPERIOR COURT O	OF CALIFORNIA	
TAYLOR LABOR LAW, PC.80 S. Lake Avenue, Suite 550Pasadena, California 91101(626) 219-6008 (office)(626) 219-6009 (fax)	 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 		Case Number: COMPLAINT F 1. VIOLAT 1102.5 2. VIOLAT 232.5 3. WRONG VIOLAT DEMAND FOR brings complaints : IARY ALLEGAT , Plaintiff, TIM WI ate of California, Contents	37-2019-00001908-CU-WT-NC FOR: FION OF CAL. LABOR CODE § FION OF CAL. LABOR CODE § FUL TERMINATION IN FION OF PUBLIC POLICY JURY TRIAL against the above-named IONS LLIAMS (hereinafter referred to as
			COMPLAINT	

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2. Plaintiff is informed and believes and thereon alleges that defendant,
 CALIFORNIA PACIFIC AIRLINES (or "Defendant") was and is doing business, under and by
 virtue of the laws of the State of California, in County of San Diego.

3. Defendants DOES 1 through 25, inclusive, at all times, were under the direct supervision, employ, and control of defendant. In doing the acts alleged herein, defendants DOES 1 through 25 were acting within the course and scope of their employment and agency with defendant. The true names and capacities of defendants named herein as DOES 1 through 25, inclusive, are unknown to plaintiff who therefore sues such defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff is informed and believes that the DOE defendants are California residents. Plaintiff will amend this Complaint to show true names and capacities when they have been determined. Plaintiff is informed and believes, and on the basis of such information and belief alleges, that each defendant DOE herein is in some manner responsible for the claims and damages herein alleged.

4. The true names and capacities, whether individual, corporate, associate or
otherwise of DOES 1 through 25 are unknown to plaintiff who therefore sues these defendants
under said fictitious names. Plaintiff is informed and believes that each of the defendants named
as a Doe defendant is legally responsible in some manner for the events referred to in this
complaint, either negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily
liable or otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will
in the future seek leave of this court to show the true names and capacities of these Doe
defendants when it has been ascertained.

5. Plaintiff is informed and believes, and based 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.

26 6. Hereinafter in this Complaint, unless otherwise specified, reference to a
27 Defendant or Defendants shall refer to all Defendants, and each of them.

5 6 8. 7 8 9 10 9. 11 **TAYLOR LABOR LAW, PC.** 80 S. Lake Avenue, Suite 550 12 Pasadena, California 91101 (626) 219-6008 (office) (626) 219-6009 (fax) 13 10. 14 15 16

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FACTUAL ALLEGATIONS

7. Plaintiff TIM WILLIAMS began working for Defendant CALIFORNIA PACIFIC AIRLINES on or about October 27, 2018. Mr. Williams is an A&P mechanic (aircraft maintenance technician) licensed by the Federal Aviation Administration. He worked for Defendant as a full-time A&P mechanic servicing passenger airplanes in Defendant's fleet.

Defendant is an upstart passenger airline that began offer flights to a limited number of destinations on or about November 2, 2018. Defendant's goal was to become the "next" Southwest Airlines, which grew from a regional airline to a national airline.

Based on information and belief, Defendant was immediately beset by problems caused by its shortage of flightworthy aircraft and experienced pilots to fly them. This caused disruptions in service, which is not good for any new business.

Based on information and belief, Defendant's fleet of airplanes is long in the tooth. Any airline with an aging fleet knows or should know aircraft maintenance is of utmost importance, as there is less room reliance on an aircraft's safety redundancies. Therefore, aircraft must be well-maintained. In sum, "good enough" is not good enough with any common carrier, particularly a passenger airplane.

18 11. On or about Sunday, November 25, 2018, at 4:34 p.m. Pacific time, Plaintiff 19 emailed his Defendant's Director of Maintenance (Mathew Moreau), Chief Inspector (Robert 20 Anderson), Head of MX Control (Tom Wright), and others stating part of his job was to ensure 21 the airworthiness of Defendant's aircraft, but that he had seen problems for over a month and 22 could no longer keep quiet despite immense pressure to remain quiet. Plaintiff went on to state, 23 "Effective immediately it is my recommendation that A/C N259JQ be grounded as I believe it is 24 not safe to fly and is a serious flight risk. I recently inspected the aircrafts (sic) zerk fitting and 25 what I found was caked on lubrication which indicated to me that the A/C has not gone through 26 proper lubrication per the FAA TECHNICAL DOCUMENTS." Plaintiff went on to state he 27 reported this concern to Tom Wright, Head of MX Control, but that Mr. Wright advised him he 28 lubricated the subject parts recently and Plaintiff should not worry about it. Even if Mr. Wright

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1 had lubricated the aircraft recently, Plaintiff's concerns were based on the aircraft's current 2 condition and flightworthiness. Even though management was under immense pressure to keep 3 its fleet of aircraft in the air, Plaintiff's thoughts rested on passenger safety. Plaintiff's email 4 continued, "I am reminded of Alaska Flight 261 that crashed killing hundreds of people due to a 5 jack screw failure that was not properly maintained, i.e. LUBRICATED." Plaintiff's email went on to explain other shortcoming in the maintenance department, such as a lack of proper 6 7 maintenance equipment in the hope his point that the airplane with tail number N259JQ was 8 unsafe and should be grounded. (See, Plaintiff's November 25, 2018 email at Exhibit A).

12. Within minutes, at 5:12 p.m. Pacific time, Plaintiff received a curt email from 10 Matthew Moreau, Defendant's Director of Maintenance, asking that Plaintiff call him. Mr. Moreau also indicated he had received Mr. William's voicemail on the subject. Plaintiff left this voicemail earlier, with no response. Only after Plaintiff sent an email to many recipients did Mr. Moreau respond.

A short time later, at 5:32 p.m. Pacific time, Plaintiff received a text message 13. from Tom Wright, who was clearly angered that Plaintiff went over his head and aired Defendant's dirty laundry to upper management like Director of Maintenance Matthew Moreau 17 and Chief Inspector Robert Anderson. Mr. Wright's text message expressed his anger over 18 Plaintiff's whistleblowing in the simplest of terms, stating, "F**K YOU YOU PENCIL 19 WHIPPING B**CH." (See Tom Wright's text message of November 25, 5:32pm Pacific at 20 Exhibit B).

21 14. As a result of Plaintiff's whistleblowing, he was terminated two days later, on 22 Tuesday, November 27, 2018. Plaintiff has no doubt his termination was a direct result of his 23 whistleblowing not only due to the proximity in time between his whistleblowing and termination, not to mention Tom Wright's inappropriate response to Plaintiff's legitimate 24 25 concerns about the safety of aircraft N259JQ, but also because Defendant's wanton and willful 26 misconduct in response - Defendant chose to put the aircraft N259JQ back in service 27 immediately after Plaintiff's complaint. So quickly in fact, it was impossible for Defendant to 28 have enough time to legitimately consider Plaintiff's concerns and act upon them.

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15. On Sunday, November 25, 2018, at 6:09 pm, Pacific time, Defendant put the 1 aircraft N259JQ back in service, flying passengers from Carlsbad, California to San Jose, 2 California. Defendant kept aircraft N259JQ in service until December 14, 2018, as indicated by 3 flight logs required by the FAA. (See, flight log history of aircraft N259JQ at Exhibit C). 4 FIRST CAUSE OF ACTION 5 VIOLATION OF CAL. LABOR CODE § 1102.5 6 (Against Defendants and DOES 1-25) 7 18. Plaintiff hereby incorporates by reference as though fully set forth herein each and 8 every preceding paragraph. 19. Cal. Labor Code § 1102.5(a) prohibits an employer, or any person acting on 9 behalf of the employer, from making, adopting, or enforcing any rule, regulation, or policy 10 preventing an employee from disclosing information to a government or law enforcement 11 agency, to a person with authority over the employee, or to another employee who has authority 12 to investigate, discover, or correct the violation or noncompliance, or from providing information 13 to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the 14 employee has reasonable cause to believe that the information discloses a violation of state or 15 federal statute, or a violation of or noncompliance with a local, state, or federal rule or 16 regulation, regardless of whether disclosing the information is part of the employee's job duties. 17 20. Cal. Labor Code § 1102.5(c) prohibits an employer, or any person 18 acting on behalf of the employer, from retaliating against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or 19 noncompliance with a local, state, or federal rule or regulation. 20 21. Cal. Labor Code § 1102.5(d) forbids an employer, or any person acting on behalf 21 of the employer, from retaliating against an employee for having exercised his rights under 22 subdivision (a), (b), or (c) in any former employment. 23 22. Defendant unlawfully discharged Plaintiff's employment in violation of law due 24 to Plaintiff's reporting what he believed was an unsafe passenger airplane. 25 23. Defendant retaliated against Plaintiff by terminating him because he reported 26 conduct he reasonably believed to be in violation of local, state or federal rules, regulations or 27 laws including those promulgated by the FAA. 28 5 COMPLAINT

24. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code section 3287 and/or section 3288 and/or any other provision of law providing for prejudgment interest.

25. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that he will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

26. The acts taken toward Plaintiff were carried out by Defendants' officers, directors, and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner and in conscious disregard for the rights and safety of Plaintiff, and in direct violation of California law, thereby justifying an award of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

27. Defendants had in place policies and procedures that specifically prohibited discrimination, retaliation, and harassment against and upon employees of Defendants, based on the disability of Defendants' employees and required Defendants' managers, officers, and agents to prevent discrimination, retaliation, and harassment against and upon employees of Defendants, based on the disability of Defendants' employees and their family.

28. Defendants' perpetrators were managers, officers, and/or agents of Defendants and were aware of Defendants' policies and procedures prohibiting discrimination, harassment, retaliation based on an employees' family's disability and also requiring Defendants' managers, officers, and agents to prevent, and investigate discrimination, retaliation, and harassment against and upon employees of Defendants, based on their or their family's disability.

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29. Furthermore, Defendants maintained broad discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy and practice in the defendant's facilities.

30. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff.

7 31. Each Defendant aided, abetted, participated in, authorized, ratified, and/or
8 conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
9 awarded exemplary and punitive damages against each Defendant in an amount to be established
10 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

32. Plaintiff will also seek a \$10,000 civil penalty pursuant to California Labor Code section 1102.5(f).

<u>SECOND CAUSE OF ACTION</u> VIOLATION OF CAL. LABOR CODE §232.5

(Against Defendants and DOES 1-25)

33. Plaintiff hereby incorporates by reference as though fully set forth herein each and every preceding paragraph.

34. Cal. Labor Code § 232.5 (a) prohibits, as a condition of employment, an employer
requiring an employee from refraining to disclose information about the employer's working
conditions.

35. Cal. Labor Code § 232.5 (b) prohibits an employer from requiring an employee
 to sign a waiver or other document that purports to deny the employee the right to disclose
 information about the employer's working conditions.

36. Cal. Labor Code § 232.5 (c) prohibits an employer from discharging, formally disciplining, other otherwise discriminating against an employee who discloses information about the employer's working conditions.

37. Defendant unlawfully discharged Plaintiff's employment in violation of Cal.
Labor Code § 232.5 due to Plaintiff's complaint about health and safety concerns, including, but
not limited to, raising concerns A/C N259JQ was unsafe and should be grounded immediately
for maintenance.

COMPLAINT

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38. Defendant retaliated against Plaintiff for engaging in this protected activity. 39. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code section 3287 and/or section 3288 and/or any other provision of law providing for prejudgment interest.

40. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that he will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

The acts taken toward Plaintiff were carried out by Defendants' officers, 41. directors, and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner and in conscious disregard for the rights and safety of Plaintiff, and in direct violation of California law, thereby justifying an award of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

42. Defendants had in place policies and procedures that specifically prohibited 19 discrimination, retaliation, and harassment against and upon employees of Defendants, based on 20 the disability of Defendants' employees and required Defendants' managers, officers, and agents 21 to prevent discrimination, retaliation, and harassment against and upon employees of Defendants, 22 based on the disability of Defendants' employees and their family. Defendants' perpetrators 23 were managers, officers, and/or agents of Defendants and were aware of Defendants' policies 24 and procedures prohibiting discrimination, harassment, retaliation based on an employees' 25 family's disability and also requiring Defendants' managers, officers, and agents to prevent, and 26 investigate discrimination, retaliation, and harassment against and upon employees of 27 Defendants, based on their or their family's disability.

43. Furthermore, Defendants maintained broad discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy and practice in the defendant's facilities. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff.

44. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct.

THIRD CAUSE OF ACTION WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY (Against Defendant and DOES 1-25)

45. Plaintiff hereby incorporates by reference as though fully set forth herein each and every preceding paragraph.

46. At all times mentioned, the public policy of the State of California, as codified, expressed and mandated in California Labor Codes sections 1102.5, and 232.5, prohibit employers from retaliating against or preventing an employee for reporting, documenting, or otherwise disclosing an employer's working conditions or unlawful conduct. These public policies of the State of California are designed to protect all employees and to promote the welfare and well-being of the community at large. Accordingly, the actions of Defendants, and each of them, in terminating Plaintiff on the grounds alleged and described herein were wrongful and in contravention of the express public policy of the State of California.

47. As a proximate result of the aforesaid acts of Defendants, and each of them,
Plaintiff has suffered actual, consequential and incidental financial losses, including without
limitation, loss of salary and benefits, and the intangible loss of employment related
opportunities in his field and damage to his professional reputation, all in an amount subject to
proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code
section 3287 and/or section 3288 and/or any other provision of law providing for prejudgment
interest.

COMPLAINT

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48. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that he will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

49. The acts taken toward Plaintiff were carried out by Defendants' officers, directors, and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner and in conscious disregard for the rights and safety of Plaintiff, and in direct violation of California law, thereby justifying an award of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

50. Defendants had in place policies and procedures that specifically prohibited and 12 required Defendants' managers, officers, and agents to prevent discrimination, retaliation, and 13 harassment against and upon employees of Defendants, based on Labor Codes 1102.5 and 232.5. 14 Defendants' perpetrators were managers, officers, and/or agents of Defendants and were aware 15 of Defendants' policies and procedures requiring Defendants' managers, officers, and agents to 16 prevent, and investigate discrimination, retaliation, and harassment against and upon employees 17 of Defendants, based on the protected classes identified in the California Fair Employment 18 Housing Act. Furthermore, Defendants' perpetrators maintained broad discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing 19 of corporate policy and practice in the defendant's facilities. However, Defendants' perpetrators 20 chose to consciously and willfully ignore said policies and procedures and therefore, their 21 outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for 22 the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each 23 Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the 24 wrongful conduct alleged above. Plaintiff should therefore be awarded exemplary and punitive 25 damages against each Defendant in an amount to be established that is appropriate to punish each 26 Defendant and deter others from engaging in such conduct.

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WHEREFORE, Plaintiff prays for judgment as follows:

	1	1. For all actual, consequential and incidental financial losses, including, but not								
	2	limited to, loss of earnings and employee benefits, according to proof;								
	3	2	2. For injunctive reli	ef;						
	4	3	B. For statutory pena	lties, accordir	ng to proof;					
	5	2	I. For general damag	ges, according	; to proof;					
	6	4	5. For special damag	es, according	to proof;					
	7	e	6. For attorney's fees	s, according to	o proof;					
	8	7	7. For prejudgment interest, according to proof;							
	9	8. For punitive and exemplary damages, according to proof;								
	10	9. For costs of suit incurred herein;								
	11	10. For declaratory relief; and,								
TAYLOR LABOR LAW, PC.80 S. Lake Avenue, Suite 550Pasadena, California 91101(626) 219-6008 (office)(626) 219-6009 (fax)	12	1	11. For such other relief that the Court may deem just and proper.							
	13	DEMAND FOR JURY TRIAL								
	14	Plair	ntiff hereby demands	a trial by jury						
DR L <i>A</i> ake A ake A ake A ake A ake A a ake A a b 219- () 219- () 219- () 219- () 219- () 219- () 219- () 219- () 210- () 210-()	15									
AYLO S. Lah asaden (626) (626)	16	DATED:	January 10, 2019		TAYLOR LABOR LAW, P.C.					
T 80 H	17									
	18			By:	Chi Tra					
	19				CHRISTOPHER W. DAYLOR					
	20				PARHAM BARKHORDAR JASON COHEN					
	21				Attorneys for Plaintiff					
	22				TIM WILLIAMS					
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	25									
	26									
	27									
	28				11					
				COM	/PLAINT					

EXHIBIT A

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From: Bridget Walsh <<u>bridget.walsh@quickflightservices.com</u>> To: Tim Williams <<u>timleewilliams9@yahoo.com</u>> Sent: Friday, January 4, 2019, 1:32:02 PM PST Subject: Fwd: N259JQ CONDITION

------ Forwarded message ------From: Matthew Moreau <<u>mmoreau@mycpair.com</u>> Date: Sun, Nov 25, 2018 at 5:12 PM Subject: Re: N259JQ CONDITION To: Tim Williams <<u>TWilliams@mycpair.com</u>>, Robert Anderson <<u>randerson@mycpair.com</u>> CC: Tom Wright <<u>TWright@mycpair.com</u>>, bridget.walsh@quickflightservices.com <<u>bridget.walsh@quickflightservices.com</u>>, Chad Kesterson <<u>CKesterson@mycpair.com</u>>, Barry Whitley <<u>BWhitley@mycpair.com</u>>

Tim Please give me as call ASAP. I just tried to c as II you and got your voice message. Matt

Sent from my Verizon, Samsung Galaxy smartphone

------- Original message ------From: Tim Williams <<u>TWilliams@mycpair.com</u>> Date: 11/25/18 6:34 PM (GMT-06:00) To: Matthew Moreau <<u>mmoreau@mycpair.com</u>>, Robert Anderson <<u>randerson@mycpair.com</u>> Cc: Tom Wright <<u>TWright@mycpair.com</u>>, <u>bridget.walsh@quickflightservices.com</u>, Chad Kesterson <<u>CKesterson@mycpair.com</u>>, Barry Whitley <<u>BWhitley@mycpair.com</u>> Subject: N259JQ CONDITION

Hello,

I was hired by California Pacific Airlines as an A&P mechanic to ensure the airworthiness of the companies aircraft, almost a month has gone by and I can no longer keep my mouth shut. Effective immediately it is my recommendation that A/C N259JQ be grounded as I believe it is not safe to fly and is a serious flight risk. I recently inspected the aircrafts zerk fittings and what I found was caked on lubrication which indicated to me that the A/C has not gone through proper lubrication per FAA TECHNICAL DOCUMENTS. I brought these findings to the attention of Tom at mx control and was told he recently took care of the lubrication but my eyes and the airplane tell me different. I am reminded of Alaska Air flight 261 that crashed killing hundreds of people due to a jack screw failure that was not properly maintained, ie LUBRICATED.

Other related conditions, without the proper support equipment, tooling and consumables, it makes it nearly impossible to maintain this aircraft to FAA requirements and the safety of the passengers. We have continually asked for equipment and proper support and though it is starting to trickle in we are unable to complete the job the correct way and to airworthiness standards. With these mentioned issues, I can no longer sit back and watch the aircraft continue to fly when I know it really needs to be grounded and all maintenance issues fixed in order to maintain an airworthiness condition, however this cannot be done if we do not have the proper equipment.

At this time it is my opinion that the aircraft is in an NON-Airworthy condition. I do not feel comfortable signing off the aircraft log book for a "Return to Service" condition

furthermore, we have a mechanic employed with this company that has made CAREER THREATENING accusations about pilots being drunk or under a controlled substance, horse playing on the ramp, POURING FUEL on the ramp not discarding it properly, all of these things are a liability to the company and should not be tolerated but this person is still employed, this is something that I don't want my name, reputation and license associated with. If this person stays employed, I do not wish to work with him, I will not sign off or witness any of his work.

This company has all the potential to be profitable, we just need to be supported

Regards, Tim

Get <u>Outlook for iOS</u> --Bridget Walsh Quick Flights, Inc CLD Station Manager **C:760 8227620** bridget.walsh@quickflightservices.com

EXHIBIT B

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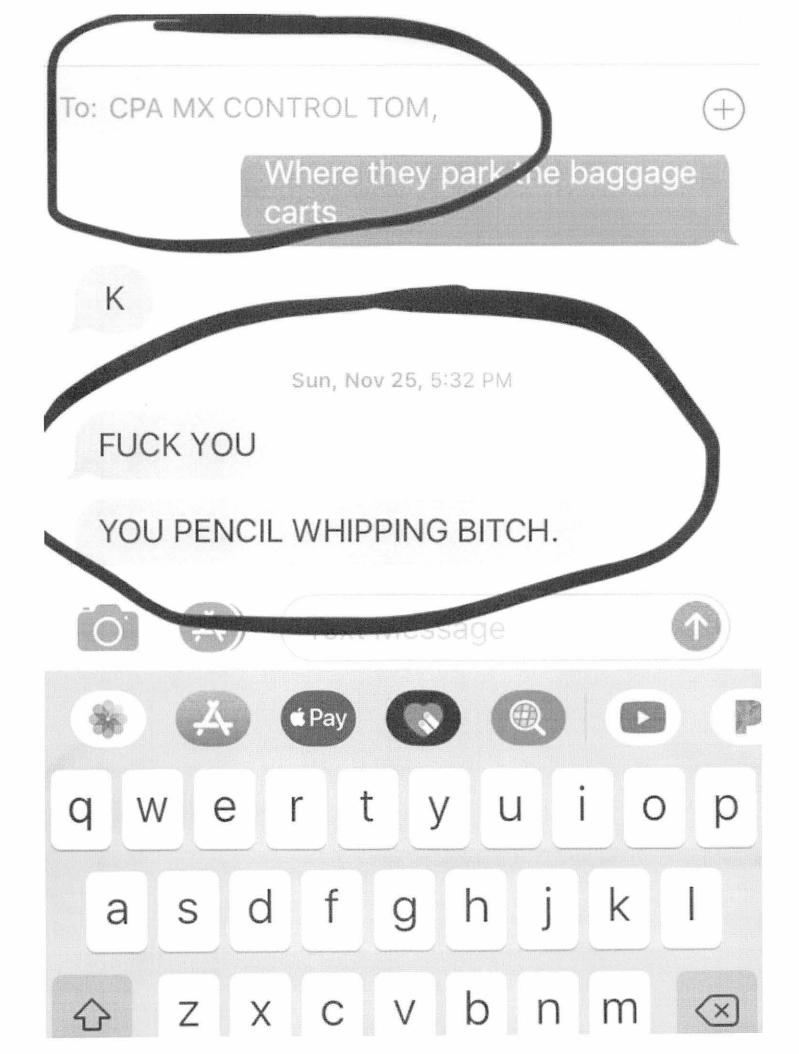


EXHIBIT C

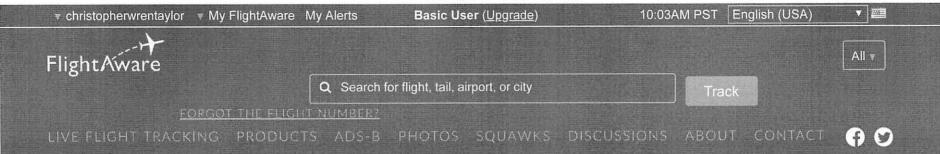
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History → N259JQ → FlightAware



N259JQ Flight Activity History

N259JQ View Flight Activity History

- Live → N259JQ Flight Status
- Resources → N259JQ Aircraft Registration
- Photos → N259JQ Photos

Filter by date

Show flights between

Filter

and

ACTIVITY LOG Want a full history search for N259JQ dating back to 1998? <u>Buy now. Get it within one hour.</u>						
Date	Aircraft	Origin	Destination	Departure	Arrival	Duration
14-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	Sioux Gateway (<u>KSUX</u>)	09:50AM PST	02:32PM CST	2:41
13-Dec-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	07:44PM PST	08:49PM PST	1:05
<u>13-Dec-2018</u>	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	San Jose Int'l (<u>KSJC</u>)	05:51PM PST	06:49PM PST	0:58
13-Dec-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	05:08PM MST	05:03PM PST	0:54
<u>13-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	02:18PM PST	04:15PM MST	0:57
13-Dec-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (<u>KCRQ</u>)	12:56PM PST	01:40PM PST	0:44

History → N259JQ → FlightAware

Date	Aircraft	Origin	Destination	Departure	Arrival	Duration
<u>13-Dec-2018</u>	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	McCarran Intl (KLAS)	10:38AM PST	11:38AM PST	1:00
<u>13-Dec-2018</u>	E145	San Jose Int'I (<u>KSJC</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	08:55AM PST	09:57AM PST	1:02
<u>13-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (<u>KSJC</u>)	07:05AM PST	08:08AM PST	1:02
12-Dec-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	07:47PM PST	08:47PM PST	0:59
<u>12-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'I (<u>KSJC</u>)	06:00PM PST	07:06PM PST	1:06
12-Dec-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	05:12PM MST	05:08PM PST	0:56
<u>12-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	02:37PM PST	04:31PM MST	0:54
12-Dec-2018	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (KCRQ)	12:38PM PST	01:56PM PST	1:18
<u>12-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:37AM PST	11:58AM PST	1:21
12-Dec-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	08:54AM PST	09:54AM PST	0:59
<u>12-Dec-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (<u>KSJC</u>)	07:06AM PST	08:13AM PST	1:07
09-Dec-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (KCRQ)	05:35PM PST	06:14PM PST	0:39
09-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	McCarran Intl (<u>KLAS</u>)	03:52PM PST	04:47PM PST	0:55
09-Dec-2018	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (<u>KCRQ</u>)	01:19PM PST	02:33PM PST	1:14
09-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:22AM PST	11:35AM PST	1:13
04-Dec-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	05:25PM MST	05:21PM PST	0:56
04-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (KIWA)	02:47PM PST	04:42PM MST	0:55
03-Dec-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	05:18PM MST	05:16PM PST	0:58
03-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	Phoenix-Mesa Gateway (KIWA)	02:37PM PST	04:30PM MST	0:53
03-Dec-2018	E145	Reno/Tahoe Intl (<u>KRNO</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	12:34PM PST	01:46PM PST	1:11
03-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:34AM PST	11:52AM PST	1:18
03-Dec-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	08:54AM PST	09:57AM PST	1:03
03-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	San Jose Int'l (<u>KSJC</u>)	07:08AM PST	08:15AM PST	1:07
02-Dec-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	07:49PM PST	08:58PM PST	1:08
02-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	San Jose Int'I (<u>KSJC</u>)	05:59PM PST	07:09PM PST	1:09
02-Dec-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (<u>KCRQ</u>)	04:31PM PST	05:15PM PST	0:43
02-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	McCarran Intl (KLAS)	02:51PM PST	03:39PM PST	0:47

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Date	Aircraft	Origin	Destination	Departure	Arrival	Duration
02-Dec-2018	E145	Reno/Tahoe Intl (<u>KRNO</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	01:02PM PST	02:13PM PST	1:10
02-Dec-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	Reno/Tahoe Intl (KRNO)	10:57AM PST	12:18PM PST	1:21
01-Dec-2018	E145	Phoenix-Mesa Gateway (KIWA)	Mc Clellan-Palomar (KCRQ)	01:34PM MST	01:35PM PST	1:01
01-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	10:53AM PST	12:45PM MST	0:52
01-Dec-2018	E145	San Jose Int'l (KSJC)	Mc Clellan-Palomar (KCRQ)	09:13AM PST	10:13AM PST	0:59
01-Dec-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (KSJC)	07:23AM PST	08:42AM PST	1:18
<u>30-Nov-2018</u>	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	07:41PM PST	08:38PM PST	0:57
<u>30-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'I (<u>KSJC</u>)	05:54PM PST	07:05PM PST	1:11
<u>30-Nov-2018</u>	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	05:18PM MST	05:19PM PST	1:00
30-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (KIWA)	02:49PM PST	04:44PM MST	0:54
<u>30-Nov-2018</u>	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (KCRQ)	12:49PM PST	02:06PM PST	1:17
<u>30-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:51AM PST	12:06PM PST	1:15
<u>30-Nov-2018</u>	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	09:00AM PST	10:05AM PST	1:05
<u>30-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (KSJC)	07:07AM PST	08:20AM PST	1:13
29-Nov-2018	E145	San Jose Int'l (KSJC)	Mc Clellan-Palomar (KCRQ)	08:40PM PST	09:45PM PST	1:04
29-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (<u>KSJC</u>)	06:50PM PST	08:02PM PST	1:12
<u>29-Nov-2018</u>	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	06:01PM MST	06:03PM PST	1:01
29-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	03:32PM PST	05:20PM MST	0:47
29-Nov-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (<u>KCRQ</u>)	02:11PM PST	03:02PM PST	0:50
29-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	McCarran Intl (KLAS)	11:51AM PST	12:52PM PST	1:01
29-Nov-2018	E145	San Jose Int'l (KSJC)	Mc Clellan-Palomar (<u>KCRQ</u>)	09:42AM PST	10:50AM PST	1:07
29-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'I (KSJC)	07:20AM PST	09:06AM PST	1:45
28-Nov-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (<u>KCRQ</u>)	07:55PM PST	08:56PM PST	1:00
<u>28-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (<u>KSJC</u>)	06:07PM PST	07:21PM PST	1:13
28-Nov-2018	E145	Phoenix-Mesa Gateway (KIWA)	Mc Clellan-Palomar (<u>KCRQ</u>)	05:18PM MST	05:18PM PST	0:59
<u>28-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	02:40PM PST	04:33PM MST	0:52
28-Nov-2018	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (KCRQ)	12:42PM PST	02:04PM PST	1:22

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Date	Aircraft	Origin	Destination	Departure	Arrival	Duration
28-Nov-2018	E145	Mc Clellan-Palomar (<u>KCRQ</u>)	Reno/Tahoe Intl (KRNO)	10:44AM PST	11:57AM PST	1:12
28-Nov-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	09:06AM PST	10:10AM PST	1:03
28-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (KSJC)	07:13AM PST	08:32AM PST	1:19
27-Nov-2018	E145	San Jose Int'I (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	07:42PM PST	08:46PM PST	1:03
27-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'I (<u>KSJC</u>)	05:34PM PST	06:49PM PST	1:15
27-Nov-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	04:54PM MST	04:46PM PST	0:51
<u>27-Nov-2018</u>	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (KIWA)	02:25PM PST	04:21PM MST	0:55
27-Nov-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (KCRQ)	12:56PM PST	01:39PM PST	0:42
27-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	McCarran Intl (KLAS)	11:08AM PST	11:57AM PST	0:49
27-Nov-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	09:32AM PST	10:31AM PST	0:58
27-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (<u>KSJC</u>)	07:09AM PST	08:13AM PST	1:03
26-Nov-2018	E145	San Jose Int'l (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	07:40PM PST	08:42PM PST	1:02
26-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (KSJC)	06:00PM PST	06:59PM PST	0:59
26-Nov-2018	E145	Phoenix-Mesa Gateway (KIWA)	Mc Clellan-Palomar (KCRQ)	05:32PM MST	05:27PM PST	0:54
26-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	02:35PM PST	04:32PM MST	0:57
26-Nov-2018	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (KCRQ)	12:44PM PST	01:54PM PST	1:09
26-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:45AM PST	12:04PM PST	1:18
26-Nov-2018	E145	San Jose Int'I (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	09:08AM PST	10:12AM PST	1:03
26-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'I (<u>KSJC</u>)	07:09AM PST	08:13AM PST	1:04
25-Nov-2018	E145	San Jose Int'I (<u>KSJC</u>)	Mc Clellan-Palomar (KCRQ)	08:00PM PST	09:02PM PST	1:02
25-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	San Jose Int'l (KSJC)	06:09PM PST	07:16PM PST	1:07
25-Nov-2018	E145	McCarran Intl (KLAS)	Mc Clellan-Palomar (KCRQ)	04:16PM PST	04:57PM PST	0:40
25-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	McCarran Intl (KLAS)	02:29PM PST	03:16PM PST	0:46
25-Nov-2018	E145	Reno/Tahoe Intl (KRNO)	Mc Clellan-Palomar (KCRQ)	12:29PM PST	01:42PM PST	1:13
25-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Reno/Tahoe Intl (KRNO)	10:25AM PST	11:38AM PST	1:13
24-Nov-2018	E145	Phoenix-Mesa Gateway (<u>KIWA</u>)	Mc Clellan-Palomar (KCRQ)	01:25PM MST	01:22PM PST	0:56
24-Nov-2018	E145	Mc Clellan-Palomar (KCRQ)	Phoenix-Mesa Gateway (<u>KIWA</u>)	10:47AM PST	12:42PM MST	0:54
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