

**FILED**

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JONATHAN MARTEL,  
and all putative class members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF VENTURA**

JONATHAN MARTEL, an individual, on  
behalf of himself and all others similarly  
situated,

Plaintiff,

vs.

T.J.S. ENTERPRISES, INC. a California  
corporation and DOES 1-50, inclusive,

Defendant.

Case No.: 2025CUOE052143

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,  
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice  
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon  
Termination**
- 5. Failure to Provide Compliant Meal  
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Pay Reporting Time Pay**
- 8. Failure to Reimburse for Required  
Business Expenses**
- 9. Failure to Provide Accurate Itemized  
Wage Statements & Violation of  
Record Keeping Requirements**
- 10. Unlawful Business Practices  
Bus & Prof. Code §17200**
- 11. Private Attorneys General Act  
Penalties (Lab. Code §2699)**

***FILED AS A MATTER OF RIGHT  
PURSUANT TO LABOR CODE  
2699.3(a)(2)(C)***

1 Plaintiff JONATHAN MARTEL, individually, and on behalf of all others similarly  
2 situated, all aggrieved employees, and as Private Attorney General for the State of California  
3 (collectively “Plaintiff”), alleges as follows:

#### 4 5 **NATURE OF THE ACTION**

6 1. This is an employment class and representative action on behalf of over 50 hourly, non-  
7 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff  
8 brings this employment class action complaint on behalf of himself, and all others similarly  
9 situated, all aggrieved employees, and a Private Attorney General for the State of California,  
10 against T.J.S. ENTERPRISES, INC. and DOES 1-50, inclusive, (hereafter collectively  
11 “Defendant” or “Defendants”).

12 2. Defendant T.J.S. ENTERPRISES, INC. operates home and appliance retail stores, doing  
13 business in California. Plaintiff worked for Defendant from approximately October 15, 2019 to  
14 January 2025.

15 3. As described further below, Defendant has violated the California Labor Code by (1)  
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,  
17 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)  
18 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage  
19 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due  
20 upon termination (§201, 202, 203, 227.3, 256); (5) failing to permit compliant meal breaks (§226  
21 (a), 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,  
22 1198, Wage Orders); (7) failing to pay reporting time pay (Cal. Code Regs. tit. 8, § 11050 (5), Cal.  
23 Labor Code §§218.6, 226); (8) failing to reimburse for required business expenses (§1198, 2802);  
24 (9) failing to provide accurate itemized wage statements and violating record keeping requirements  
25 (§226, 1174); (10) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*);  
26 and (11) penalties under Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*  
27 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*  
28

4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”) §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures provided for under California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 *et. seq.*, to the Labor Code §2698 *et seq.* Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. The “PAGA Period” is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

8. Defendant, by and through their actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

## THE PARTIES

1           9. Plaintiff JONATHAN MARTEL is an individual who resides in California and Plaintiff  
2 worked for Defendant from approximately October 15, 2019 to January 2025.

3           10. Defendant T.J.S. ENTERPRISES, INC. is a California corporation doing business in  
4 California with the capacity to sue and to be sued and doing business, in Ventura County, State of  
5 California. Defendant exercised control over the wages, hours, and/or working conditions of  
6 Plaintiff and members of the proposed class and aggrieved employees throughout the liability  
7 period.

8           11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true  
9 names and capacities are unknown to Plaintiff. When their true names and capacities are  
10 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.  
11 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant  
12 is responsible in some manner for the occurrences herein alleged, and that the damages sustained  
13 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately  
14 caused by such Doe Defendants.

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

#### 21                                   **JURISDICTION AND VENUE**

22           13. Venue is proper in this judicial district because Defendant conducts business in this  
23 County and Defendant has legal obligations to Plaintiff and many of the Class Members and  
24 aggrieved employees in this case that arose in this county.

25           14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed  
26 the minimal jurisdictional limits of the Superior Court and will be established according to proof  
27 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in  
28

1 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than  
2 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

3 15. The California Superior Court has jurisdiction in this matter because Plaintiff is a  
4 resident of California and Defendant is incorporated in and/or qualified to do business in California  
5 and regularly conduct business in California. Further, there is no federal question at issue as the  
6 claims herein are based solely on California law.

### 7 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

8 16. During the Class Period and PAGA PERIOD, Defendant committed various violations  
9 of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in  
10 more detail. Defendant enforces multiple policies that violate state law which are intended to  
11 increase its own profits to the detriment of its employees.

12 17. Defendant failed to properly pay for all hours worked, including overtime  
13 compensation. Plaintiff and class members frequently worked off the clock and were routinely  
14 subjected to periods wherein they were under the Defendant's control but not compensated for their  
15 time.

16 18. Defendant failed to pay overtime wages at the correct regular rate of pay.

17 19. Defendant from time to time failed to pay all wages owed twice per month.

18 20. Defendant from time to time failed to pay minimum wage.

19 21. Defendant from time to time failed to pay all wages, including vacation wages, due  
20 upon termination.

21 22. Defendant from time to time failed to maintain a policy and practice that provides its  
22 employees with meal periods as required by California law.

23 23. Defendant from time to time failed to maintain a policy and practice that provides its  
24 employees with compliant rest breaks as required by California law.

25 24. Defendant failed to pay reporting time wages when owed.

26 25. Defendant from time to time failed to reimburse required business expenses.

1           26. Defendant from time to time failed to consistently provide timely, accurate, itemized  
2 wage statements to employees, as well as maintain accurate records, in accordance with Labor  
3 Code §§ 226 and 1174.

4           27. Based upon the above allegations, Defendant from time to time engaged in unfair  
5 competition.

6           28. Plaintiff was frequently assigned to work at store openings, store trainings, and special  
7 events due to being one of Defendant's top-grossing sales associates. At these assignments,  
8 Plaintiff and class members routinely worked twelve to fourteen hour days without compliant meal  
9 or rest breaks. Employees were expected to remain on the sales floor at all times and ate while  
10 assisting customers, or not at all. If employees were not visibly on the floor, it was held against  
11 them.

12           29. Defendant maintained unlawful timekeeping practices. Management required Plaintiff  
13 and other employees to alter time records to show meal punches that were never taken. Supervisors  
14 frequently added false meal punches or directed employees to do so. Plaintiff was required to  
15 personally changed entries on a daily basis at management's instruction and observed time records  
16 of other class members being similarly altered.

17           30. Plaintiff and Class Members also routinely worked off the clock. Employees were  
18 expected to attend frequent vendor trainings one to two times per month, often on scheduled days  
19 off, without compensation. They were also required to participate in mandatory Saturday morning  
20 meetings, including by FaceTime when not scheduled to work. Defendant failed to pay employees  
21 for these mandatory meetings and trainings, and also failed to provide reporting time pay when  
22 employees were furnished less than half their usual day's work.

23           31. Time records did not reflect the hours actually worked. Plaintiff describes Defendant's  
24 timekeeping system as "fake" because it consistently misrepresented actual hours and breaks.

25           32. Defendant also enforced aggressive sales quotas and commission draw systems that  
26 pressured employees to work through their legally-mandated breaks. The draw system functioned  
27 as a debt to the employer, effectively forcing employees to borrow against future wages, creating  
28 additional pressure to work through unpaid time.

1           33. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,  
2 all aggrieved employees, and the State of California, to recover from Defendant for failure to  
3 comply with California wage and hour laws, and for claims under Business and Professions Code  
4 § 17200.

5           34. This action has been brought and may properly be maintained as a class action  
6 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is  
7 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50  
8 employees who have been similarly injured by Defendant's unlawful employment policies and  
9 practices.

10           35. The "PAGA Period" is defined herein commences one year prior to the date of filing  
11 the PAGA Notice letter with the LWDA.

12           36. The PAGA Class, also referred to herein as "aggrieved employees": "All current and  
13 former hourly, non-exempt employees of Defendants in California, at any time from one year prior  
14 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter." Plaintiff  
15 reserves the right to amend or modify the definition of aggrieved employees with respect to the  
16 issues or in any other way.

17           37. The "Relevant Class Period" or proposed "Class Period" as defined herein commences  
18 four years prior to the date of filing the Complaint in this action.

19           38. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil  
20 Procedure §382 on behalf of the following defined groups:

21           39. Proposed Class: "All persons who are employed or have been employed by Defendant  
22 in the State of California as hourly, non-exempt workers during the period of the relevant statute  
23 of limitations."

24           40. Proposed Sub-classes are defined below and/or a representative action under Business  
25 & Professions Code §17200 et seq. and Labor Code §2699:

26           A. All persons who are employed or have been employed by Defendant in the State  
27 of California as hourly, non-exempt workers during the period of the relevant  
28 statute of limitations, who worked one or more shift in excess of five (5) hours.

- 1 B. All persons who are employed or have been employed by Defendant in the State  
2 of California as hourly, non-exempt workers during the period of the relevant  
3 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 4 C. All persons who are employed or have been employed by Defendant in the State  
5 of California as hourly, non-exempt workers during the period of the relevant  
6 statute of limitations, who worked one or more shifts in excess of eight (8)  
7 hours.
- 8 D. All persons who are employed or have been employed by Defendant in the State  
9 of California as hourly, non-exempt workers during the period of the relevant  
10 statute of limitations, who worked one or more shifts in excess of three and one-  
11 half hours (3 ½), but less than or equal to six (6) hours.
- 12 E. All persons who are employed or have been employed by Defendant in the State  
13 of California as hourly, non-exempt workers during the period of the relevant  
14 statute of limitations, who worked one or more shifts in excess of six (6) hours,  
15 but less than or equal to ten (10) hours.
- 16 F. All persons who are employed or have been employed by Defendant in the State  
17 of California as hourly, non-exempt workers during the period of the relevant  
18 statute of limitations, who separated their employment from Defendant.
- 19 G. All persons who are employed or have been employed by Defendant in the State  
20 of California as hourly, non-exempt workers during the period of the relevant  
21 statute of limitations, who received pay for one or more pay periods.

22 41. This action is brought, and may properly be maintained, as a class action under CCP  
23 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor  
24 Code §2699 because there is a well-defined community of interest in the litigation, and the  
25 proposed Class and Subclasses (collectively “Class”) are easily ascertainable.

26 42. Numerosity: The Proposed Class is so numerous that joinder of all members is  
27 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant  
28 time period, Defendant employed over 50 putative Class Members who are geographically

1 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only  
2 available method for the fair and efficient adjudication of this controversy. Membership in the  
3 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll  
4 records, among other records within Defendant's possession and control.

5 43. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff,  
6 like others similarly situated, was subjected to Defendant's common, unlawful policies, practices,  
7 and procedures described above. The Plaintiff's positions at the company was typical of those of  
8 other Class Members. Plaintiff's claims are typical of the claims of each Class Member because  
9 each have sustained damages arising out of and caused by Defendant's common course of conduct,  
10 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the  
11 Class.

12 44. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of  
13 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and  
14 California labor and employment litigation.

15 45. Commonality: Common questions of law and fact exist, including but not limited to  
16 the following:

- 17 i. Whether Defendant violated wage and hour laws by failing to pay overtime  
18 wages;
- 19 ii. Whether Defendant violated wage and hour laws by failing to pay all wages  
20 owed twice per month;
- 21 iii. Whether Defendant violated wage and hour laws by failing to pay minimum  
22 wage;
- 23 iv. Whether Defendant violated wage and hour laws by failing to pay all wages  
24 due upon termination;
- 25 v. Whether Defendant violated wage and hour laws by failing to provide timely  
26 meal breaks;
- 27 vi. Whether Defendant's policy and practice concerning meal breaks was  
28 unlawful;

- vii. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- viii. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- ix. Whether Defendant's policy and practice concerning reporting time pay was unlawful;
- x. Whether Defendant violated wage and hour laws by failing to reimburse required business expenses;
- xi. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xii. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xiii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiv. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xv. Whether Defendant's conduct was willful and reckless;
- xvi. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvii. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

46. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief.

Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

47. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

48. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED**

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,  
1194, 1197, 1197.1, 1198, IWC Wage Orders

(Plaintiff Against All Defendants)

49. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

50. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

51. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

52. Plaintiff and class members have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

53. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the clock and were routinely subjected to periods wherein they were under Defendant's control but not compensated for their time. For example, meal breaks were often interrupted due to understaffing and the press of work, and time cards were altered. Additionally, employees were required to attend mandatory training meetings but were not paid for this time.

54. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Meal periods were often interrupted by work-related tasks and questions due to the facility being understaffed. Plaintiff and class members experienced short, delayed, and/or interrupted

1 meal breaks on a weekly basis. Plaintiff worked and trained employees at Defendant's facilities  
2 across California and each facility suffered the same violations.

3 55. Due to these failures, Defendant is liable for the above listed Labor Code sections.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

6 Cal. Lab. Code §§204, 210

7 (Plaintiff Against All Defendants)

8 56. Plaintiff incorporates by reference in this cause of action each allegation of the  
9 preceding paragraphs as though fully set forth herein.

10 57. Defendant's conduct described in this complaint violates the provisions of Labor Code  
11 §§ 204, 210.

12 58. Defendant was required to pay Plaintiff and class members all wages earned twice  
13 during each calendar month pursuant to Labor Code §204(a).

14 59. Defendant failed to pay all wages earned to employees as a result of the unlawful  
15 employment policies and practices discussed herein. As a result of these practices, employees were  
16 underpaid for hours worked, including overtime and penalty wages, and this underpayment  
17 resulted in a failure to pay all wages owed twice per month.

18 60. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to  
19 pay wages as required by law.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGE**

22 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

23 (Plaintiff Against All Defendants)

24 61. Plaintiff incorporates by reference in this cause of action each allegation of the  
25 preceding paragraphs as though fully set forth herein.

26 62. Defendant's conduct described in this complaint violates the provisions of Labor Code  
27 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

1           63. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer  
2 to suffer or permit a California employee to work without paying wages at the proper minimum  
3 wage for all time worked as required by the applicable IWC Wage Order.

4           64. Defendant failed to pay Plaintiff and class members for all hours worked as a result of  
5 Defendant's practices described above. Based on Defendant's unlawful conduct described herein,  
6 and because Plaintiff and the class members were paid at or near minimum wage, employer's  
7 failure to pay for all hours worked, including overtime, resulted in a payment of less than the  
8 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the  
9 Wage Orders.

10                                   **FOURTH CAUSE OF ACTION**

11                                   **FAILURE TO PAY WAGES DUE UPON TERMINATION**

12                                   Cal. Lab. Code §§201, 202, 203, 227.3, 256

13                                   (Plaintiff Against All Defendants)

14           65. Plaintiff incorporates by reference in this cause of action each allegation of the  
15 preceding paragraphs as though fully set forth herein.

16           66. Defendant's conduct described in this complaint violates the provisions of Labor Code  
17 §§ 201, 202, 203, 227.3, 256.

18           67. An employee who is discharged must be paid all of his or her wages, including accrued  
19 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set  
20 forth above, Defendant knowingly and willfully failed to pay all compensation, including accrued  
21 vacation wages, due and owing to Plaintiff at the time employment terminated.

22           68. Defendant willfully failed to pay employees who are no longer employed by it all  
23 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.  
24 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as  
25 waiting time under the terms of §203.

26                                   **FIFTH CAUSE OF ACTION**

27                                   **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

1 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

2 (Plaintiff Against All Defendants)

3 69. Plaintiff incorporates by reference in this cause of action each allegation of the  
4 preceding paragraphs as though fully set forth herein.

5 70. Defendant's conduct described in this complaint from time to time violates the  
6 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

7 71. Labor Code §512 provides, "[a]n employer may not employ an employee for a work  
8 period of more than five hours per day without providing the employee with a meal period of not  
9 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee  
10 to work during any meal... period mandated by an applicable order of the Industrial Welfare  
11 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee  
12 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on  
13 duty' meal period and counted as time worked."

14 72. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of  
15 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code  
16 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class members for  
17 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were  
18 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor  
19 Code §226(a).

20 73. In this case, Plaintiff and class members frequently missed first and second meal  
21 periods. When meal periods were provided, they were often late, short, and/or interrupted. Meal  
22 breaks were less than 30 minutes on a weekly basis due to understaffing and the press of work.  
23 Plaintiff and class members did not receive second meal breaks on days they worked for more than  
24 10 hours. Employer altered time records to indicate a compliant meal break was taken when it was  
25 not.

26 74. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because  
27 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;  
28 (2) did not adequately inform and train employees about their rights to meal periods and premium

1 payments for non-compliant meal periods; (3) did not adequately inform and train employees about  
2 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because  
3 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal  
4 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,  
5 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because  
6 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.  
7 Plaintiff and class members were not paid a premium payment, paid as an hour's wage at the  
8 employee's regular rate of pay when meal periods were not given to them in compliance with  
9 California law.

10 75. Failing to Allow Employees to Leave Premises. "Employers must afford employees  
11 uninterrupted half-hour periods in which they are relieved of any duty or employer control and are  
12 *free to come and go as they please.*" (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th  
13 685, 705.)

14 76. In this case, Defendant did not allow employees to leave the premises during unpaid  
15 meal periods. When employees' activities are restricted during meal periods, they are not relieved  
16 of all duties and the meal periods are not compliant. This resulted in consistent meal period  
17 violations.

## 18 **SIXTH CAUSE OF ACTION**

### 19 **FAILURE TO PROVIDE REST BREAKS**

20 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

21 (Plaintiff Against All Defendants)

22 77. Plaintiff incorporates by reference in this cause of action each allegation of the  
23 preceding paragraphs as though fully set forth herein.

24 78. Defendant's conduct described in this complaint from time to time violates the  
25 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

26 79. Defendant failed to maintain a compliant rest period policy and practice that provides  
27 its employees with off-duty rest periods as required by California law. Plaintiff reports that she  
28 and class members frequently missed rest periods as a result of Defendant's staffing and business

practices, and that rest breaks were not consistently scheduled into daily shifts. Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty,” or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

80. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

1 81. Employees missed their rest breaks on a daily basis due to understaffing and the press  
2 of work. Employees were also restricted from leaving the work environment for rest periods and  
3 were therefore not relieved of all duties.

4 82. Defendant did not authorize or permit all of its hourly employees to take at least a ten  
5 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major  
6 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks  
7 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated  
8 the Wage Order, Defendant is liable under Labor Code §1198.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO AY REPORTING TIME PAY**

11 Cal. Code Regs. tit. 8, § 11050 (5), Cal. Labor Code §§218.6, 226

12 **(Plaintiff Against All Defendants)**

13 83. Plaintiff incorporates by reference in this cause of action each allegation of the  
14 preceding paragraphs as though fully set forth herein.

15 84. California law requires employers to pay “reporting time pay” when an employee is  
16 required to report for work but is not put to work or is furnished less than half of their usual or  
17 scheduled day’s work. (See IWC Wage Order No. 7, §5(A).) Defendant required Plaintiff and Class  
18 Members to attend mandatory Saturday morning meetings and vendor trainings, including on days  
19 when employees were not otherwise scheduled to work. At times, employees were required to  
20 report to the store for meetings lasting less than half of their scheduled shift, or to log into  
21 videoconference meetings from home without being compensated at all. Defendant failed to pay  
22 the minimum reporting time pay of at least two hours of work at the employee’s regular rate.

23 85. By failing to compensate Plaintiff and Class Members for reporting to work without  
24 furnishing them at least half their usual day’s work, Defendant violated the Labor Code and  
25 applicable Wage Orders. As a result, Plaintiff and Class Members are entitled to recover unpaid  
26 wages, penalties, interest, and attorneys’ fees.

27 **EIGHTH CAUSE OF ACTION**

28 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

1 Cal. Labor Code §§ 1198, 2802

2 (Plaintiff Against All Defendants)

3 86. Plaintiff incorporates by reference in this cause of action each allegation of the  
4 preceding paragraphs as though fully set forth herein.

5 87. Defendant's conduct described in this complaint from time to time violates the  
6 provisions of Labor Code §§ 1198, 2802.

7 88. Labor Code §2802 requires employers to indemnify employees for necessary  
8 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

9 89. Plaintiff and class members are required to use their personal cell phones for work  
10 related communications, although Defendant did not reimburse them in any way for the expense  
11 of their personal cell phone use as required by the Labor Code.

12 **NINTH CAUSE OF ACTION**

13 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

14 Cal. Labor Code §§ 226, 1174

15 (Plaintiff Against All Defendants)

16 90. Plaintiff incorporates by reference in this cause of action each allegation of the  
17 preceding paragraphs as though fully set forth herein.

18 91. Defendant's conduct described in this complaint from time to time violates the  
19 provisions of Labor Code §§ 226, 1174.

20 92. Defendant knowingly and intentionally failed to provide timely, accurate, itemized  
21 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and  
22 keep accurate records as required by §1174(d).

23 93. Derivative of the claims above, the statements provided to Plaintiff and class members,  
24 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,  
25 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime  
26 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

27 94. §226 (a) requires:  
28

1                   A. An employer, semimonthly or at the time of each payment  
2 of wages, shall furnish to his or her employee, either as a detachable part  
3 of the check, draft, or voucher paying the employee's wages, or  
4 separately if wages are paid by personal check or cash, an accurate  
5 itemized statement in writing showing (1) gross wages earned, (2) total  
6 hours worked by the employee, except as provided in subdivision (j),  
7 (3) the number of piece-rate units earned and any applicable piece rate  
8 if the employee is paid on a piece-rate basis, (4) all deductions, provided  
9 that all deductions made on written orders of the employee may be  
10 aggregated and shown as one item, (5) net wages earned, (6) the  
11 inclusive dates of the period for which the employee is paid, (7) the  
12 name of the employee and only the last four digits of his or her social  
13 security number or an employee identification number other than a  
14 social security number, (8) the name and address of the legal entity that  
15 is the employer and, if the employer is a farm labor contractor, as  
16 defined in subdivision (b) of Section 1682, the name and address of the  
17 legal entity that secured the services of the employer, and (9) all  
18 applicable hourly rates in effect during the pay period and the  
19 corresponding number of hours worked at each hourly rate by the  
20 employee...

21           95. Such failures caused injury to Plaintiff and others, by, among other things, impeding  
22 them from knowing the total hours worked, and the amount of wages to which they are and were  
23 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages  
24 earned, net wages earned, and total hours worked.

25           96. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class  
26 members to sign employment related contracts and documents that contained unlawful terms of  
27 employment.

28                   **TENTH CAUSE OF ACTION**

**UNFAIR BUSINESS PRACTICES IN VIOLATION OF**  
California Business and Professions Code section 17200, et seq.  
(Plaintiff Against All Defendants)

97. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

98. Defendant from time to time knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

99. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

100. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

101. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

102. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general public.

103. Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

104. Defendant's numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

1           105. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class  
2 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium  
3 wages, among other relief alleged herein, that were withheld and retained by Defendant during a  
4 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a  
5 permanent injunction requiring Defendant to comply with all provisions of California labor law,  
6 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,  
7 providing rest periods to all workers as defined herein, timely paying due wages upon termination,  
8 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'  
9 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

10                           **ELEVENTH CAUSE OF ACTION**

11                           STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS  
12                           GENERAL ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

13           106. Plaintiff incorporates by reference in this cause of action each allegation of the  
14 preceding paragraphs as though fully set forth herein.

15           107. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an  
16 aggrieved employee, on behalf of herself and other current or former employees, may recover  
17 penalties under any provision of the Labor Code that provides for civil penalties. These penalties  
18 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved  
19 employee under PAGA.

20           108. As set forth above, Defendants have committed numerous violations for which the  
21 Labor Code provides for penalties, including violations of all applicable Labor Code provisions  
22 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned  
23 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met  
24 before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural  
25 requirements specified in §2699.3 by providing written notice to the Defendants and the Labor &  
26 Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and  
27 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of  
28 intent to investigate the alleged violations was provided within the statutory period.

1 Consequently, Plaintiff has exhausted administrative remedies, and on behalf of themselves and  
2 all other aggrieved current and former employees of Defendants. Plaintiff, therefore, now  
3 pursues this cause of action as permitted by §2698, et seq.

4 109. Enforcement of statutory provisions enacted to protect workers and to ensure proper  
5 and prompt payment of wages due to employees is a fundamental public interest in California.  
6 Consequently, Plaintiff's success in this action will result in the enforcement of important rights  
7 affecting the public interest and will confer a significant benefit upon the general public. Private  
8 enforcement of the rights enumerated herein is necessary, as no public agency has pursued  
9 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be  
10 against the interests of justice to require payment of attorneys' fees and costs from any recover  
11 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of  
12 Civil Procedure §1021.5

13 110. In addition, if Plaintiff succeeds in enforcing these rights affecting the public  
14 interest, then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of  
15 Civil Procedure §1021.5 and other applicable law in part, because:

16 **a.** A successful outcome in this action will result in the enforcement of important  
17 rights affecting the public interest by requiring Defendants to comply with the wage and hour  
18 laws and California's unfair business practice law;

19 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the  
20 general public by bringing to a halt unlawful and/or unfair activity;

21 **c.** Unless this action is prosecuted, members of the Class and general public will not  
22 recover those moneys, and many of Defendants' employees would not be aware that the acts and  
23 practices they were subjected to by Defendants were wrongful;

24 **d.** Unless this action is prosecuted, Defendants will continue to mislead their  
25 employees about the true nature of their rights and remedies under the wage and hour laws; and

26 111. An award of attorneys' fees and costs is necessary for the prosecution of this action  
27 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in  
28 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and  
frustrate the long-standing recognition by the California legislature and the courts that such

1 statutes, as pled herein, are not merely a matter of private concern between employer and  
2 employee to be eviscerated by considerations of waiver, contributory negligence, good or bad  
3 faith, and private agreements. Rather, the wage and hour statutes have been described as a matter  
4 of public concern, were designed to provide minimum substantive guarantees to individual  
5 workers and are essential to public welfare.

6 REQUEST FOR RELIEF

7 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment  
8 and the following specific relief against Defendant as follows:

- 9 A. That the Court determine that this action may be maintained as a class action  
10 under Code of Civil Procedure § 382;
- 11 B. That the Court determine that this action may be maintained as a PAGA  
12 representative action under Cal. Labor Code. §2698 *et seq.*
- 13 C. Provision of class notice to all members of the Class;
- 14 D. That Defendant is found to have violated the above-referenced provisions of the  
15 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members  
16 relevant subclass Members, and aggrieved employees;
- 17 E. For compensatory damages, in an amount according to proof at trial, with  
18 interest thereon;
- 19 F. For compensation for not being paid overtime;
- 20 G. For compensation for not being paid all wages owed twice per month;
- 21 H. For compensation for not being paid minimum wage;
- 22 I. For compensation for not being paid all wages due upon termination;
- 23 J. For compensation for not being provided rest breaks;
- 24 K. For compensation for not being provided compliant meal breaks;
- 25 L. For compensation for not being provided reporting time pay;
- 26 M. For compensation for not being reimbursed for required business expenses;
- 27 N. For compensation for not being paid premium and penalty wages;
- 28

- 1 O. That Defendant's actions are found to be willful and/or in bad faith to the extent  
2 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for  
3 willful failure to pay all compensation owed at the time of separation to Plaintiff  
4 Class Members, and aggrieved employees no longer employed by Defendant;
- 5 P. That Plaintiff and Class Members, and aggrieved employees receive penalties  
6 for Defendant's violation of §226 and 1174 of the California Labor Code for  
7 willful failure to provide and maintain the required accurate and itemized wage  
8 statements;
- 9 Q. That Plaintiff Class Members, and aggrieved employees receive an award in the  
10 amount of unpaid wages owed, including interest thereon, and penalties as  
11 provided in the Labor Code, CCR and Wage Order, including under Labor Code  
12 §§ 203, 510, and 558, subject to proof at trial;
- 13 R. That Defendant be ordered to pay restitution to Plaintiff Class Members, and  
14 aggrieved employees for amounts acquired through Defendant's unlawful  
15 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined  
16 to cease and desist from unlawful and unfair activities in violation of California  
17 Business and Professions Code § 17200 et. seq.;
- 18 S. That Plaintiff Class Members, and aggrieved employees receive an award of  
19 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure  
20 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;
- 21 T. That the Court award penalties pursuant to Labor Code §2698 et seq.

22 ///

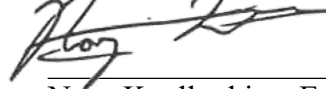
23 ///

1 U. That the Court issue declaratory relief that Defendant's challenged policies are  
2 unlawful; and

3 V. That the Court order further relief, in law and equity, as it deems appropriate  
4 and just.

5  
6 DATED: November 4, 2025

**KOUL LAW FIRM, APC**

7 

8 Nazo Koulloukian, Esq.

9 Attorneys for Plaintiff JONATHAN  
10 MARTEL and putative class members  
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## **EXHIBIT 1**



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

August 26, 2025

**Via E-filing:**

California Labor & Workforce  
Development Agency  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

**Via Certified U.S. Mail:**

T.J.S. Enterprises, Inc.  
14349 WHITE SAGE RD  
MOORPARK, CA 93021

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Jonathan Martel  
Employer(s): T.J.S. Enterprises, Inc.

Dear Sir or Madam:

Jonathan Martel (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, T.J.S Enterprises, Inc. (hereafter “Employer”).

Employer is a home and appliance retailer. Claimant worked for Employer from approximately October 15, 2019 to January 2025 as a Sales Representative at Employer’s Santa Barbara location. Claimant worked as an hourly, nonexempt employee earning approximately \$21.00 an hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

### **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

#### **Off-the-Clock Hours Worked**

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. For example, meal breaks were often interrupted due to understaffing and the press of work.

#### **Work Performed During Unpaid Meal Periods**

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Meal periods were often interrupted by work related tasks and questions due to the facility being understaffed. Claimant and his coworkers experienced short, delayed, and/or interrupted meal breaks on a weekly basis.

### **Failure to Pay All Wages Owed Twice Per Month**

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

### **Failure to Pay Minimum Wage**

**(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)**

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

### **Failure to Pay Wages Due Upon Termination**

**(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 et seq.)**

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

### **Failure to Permit Compliant Meal Periods**

**(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)**

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to

Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant's coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. Meal breaks were less than 30 minutes on a weekly basis due to understaffing and the press of work. Claimant and his coworkers did not receive second meal breaks on days they worked for more than 10 hours.

#### Failing to Allow Employees to Leave Premises

"Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please*." (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

In this case, Employer did not allow employees to leave the premises during unpaid meal periods. When employees' activities are restricted during meal periods, they are not relieved of all duties and the meal periods are not compliant. This resulted in consistent meal period violations.

#### Failure to Provide Rest Breaks

##### (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted

ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Employees missed their rest breaks on a daily basis due to understaffing and the press of work. Employees were also restricted from leaving the work environment for rest periods and were therefore not relieved of all duties.

### Legally Compliant Bathrooms

California Labor Code §2350 requires employers to provide that "[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees." Employer violated §2350 by failing to provide bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. The failure to provide complaint bathrooms in the workplace as required resulted in noncompliant rest breaks under this section.

Bathrooms in Employer's workplaces were consistently filthy and non-compliant with minimum standards. The failure to provide adequate restroom facilities rendered rest breaks noncompliant.

### **Failure to Provide Suitable Resting Facilities/Breakroom**

#### **(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)**

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, using the storage room, or searching for facilities outside of Employer’s premises which are not designated or reserved for rest, such as their personal vehicles.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

### **Failure to Reimburse for Required Business Expenses**

#### **(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)**

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

### **Failure to Provide Accurate Itemized Wage Statements**

#### **(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)**

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

### **Conclusion**

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does

not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.  
Attorney for Claimant

**PROOF OF SERVICE**

**Case No. 2025CUOE052143**  
***Martel v. T.J.S Enterprises Inc.***

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On November 4, 2025, I served the foregoing document described as:

**FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

  X  

**BY U.S. MAIL:** I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

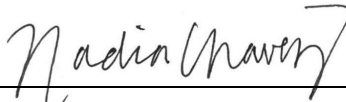
on the interested parties in this action by sending [    ] the original [or] [✓] a true copy thereof to interested parties as follows [or] [✓] as stated on the attached service list:

T.J.S Enterprises, Inc.  
Attn: Mark H. Nathanson  
21241 Ventura Blvd., Suite 177  
Los Angeles, CA 91364

***Agent for Service of Process for T.J.S. Enterprises, Inc.***

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this November 4, 2025, in Glendale, California.



NADIA CHAVEZ