

**PRIVATE ATTORNEY GENERAL ACT (“PAGA”) SETTLEMENT AGREEMENT
AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Diego Trejo (“Trejo” or “Plaintiff”) and Defendants Towerview Holdings, Inc., Burgerlords CPG LLC, Wake & Late, and Benjamin Richter (Collectively “Defendants”). Plaintiff and Defendants shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s individual lawsuit alleging wage and hour violations against Defendants captioned “Diego Trejo, an individual, *Plaintiff*, vs. Burgerlords CPG, LLC, a Delaware limited liability company; Towerview Holdings, Inc., a Delaware corporation; Wake and Late, an entity of unknown form; Benjamin Richter, an individual; and Does 1 through 50, inclusive, *Defendant*” Case No. 25STCV06854 initiated on March 10, 2025 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all persons currently or formerly employed by Defendants in California, as non-exempt, hourly-paid and non-exempt, salary-paid employees during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked by each Aggrieved Employee.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Amended Action” means the proposed amended complaint (attached hereto as Exhibit “A”) amending the Action to include claims for Civil Penalties under PAGA.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defendants” mean Towerview Holdings, Inc., Burgerlords CPG LLC, Wake & Late, and Benjamin Richter.

- 1.10 “Defense Counsel” means Ryan Bykerk, Esq. of Greenberg Traurig, LLP, attorneys representing Defendants in this Action and who shall represent Defendants in the Amended Action.
- 1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment will be deemed final the day the Court enters Judgment.
- 1.12 “Gross Settlement Amount” means One Hundred and Seventeen Thousand Dollars and Zero Cents (\$117,000.00) which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of thirty five percent (35%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means Sunjay P. Bhatia Esq. of Bhatia Law Firm, PC, the attorneys representing the Plaintiff in the Action and Amended Action. PAGA Counsel represents that no other counsel has been involved in or has any claim for fees or costs associated with the Action, or has represented Plaintiff in connection with this Action and Amended Action or any other contemplated action against Defendant concerning the subject matter of this Action and Amended Action
- 1.19 “PAGA Counsel Fees Payment” shall mean Thirty-Nine Thousand Dollars and Zero Cents (\$39,000.00) subject to approval by the Court as PAGA Counsel’s attorney’s fees incurred in connection with the Action and Amended Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Defendants have agreed not to oppose PAGA Counsel’s request for fees in the amount set forth above.

- 1.20 “PAGA Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by PAGA Counsel’s subject to approval by the Court incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. PAGA Counsel’s costs are not to exceed nine thousand dollars and zero cents (\$9,000.00). Defendants have agreed not to oppose PAGA Counsel’s request for costs and expenses in the amount set forth above.
- 1.21 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.22 “PAGA Period” means the period from August 8, 2024 through the Effective Date.
- 1.23 “PAGA” means the Private Attorneys General Act (Lab. Code, §§ 2698. et seq.).
- 1.24 “PAGA Notice” means Plaintiff’s August 08, 2025, letter to Defendant Towerview Holdings, Inc. and Plaintiff’s September 16, 2025 Amended PAGA Notice to the remaining Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (estimated to be Fifty Nine Thousand and Fifty Dollars and Fifty Cents (\$59,050.00)), allocated 35% (estimated to be Twenty Thousand Six Hundred and Sixty Seven Dollars and Fifty cents (\$20,667.50)) to the Aggrieved Employees and the remaining 65% (estimated to be Thirty Eight Thousand Three Hundred Eighty Two Dollars and Fifty Cents (\$38,382.50)) to LWDA in settlement of PAGA claims.
- 1.26 “Plaintiff” means Diego Trejo, the named plaintiff in the Action.
- 1.27 “Plaintiff’s Individual Settlement Amount” means Forty-Thousand Five Hundred Dollars and Zero Cents (\$40,500.00), which is the total amount Defendants agrees to pay for Plaintiff’s individual claims under the Action and Amended Action.
- 1.28 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.29 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30 “Released Parties” means Defendants Towerview Holdings, Inc., Burgerlords CPG LLC, Wake & Late, and each direct or indirect subsidiaries, parents, or affiliates of any of them (whether by common ownership, management, control or otherwise), and each of their respective former and present directors, officers, shareholders, investors, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, insurers, parents, and any of their respective directors, officers, agents, or employees; and Defendant Benjamin Richter, and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns.

- 1.31 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1 On March 10, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: 1) Failure to Pay Minimum and Overtime Wages; 2) Failure to Reimburse Business Expenses; 3) Failure to Provide Required Meal Periods; 4) Failure to Provide Required Rest Periods; 5) Failure to Furnish Accurate Itemized Wage Statements; 6) Waiting Time Penalties; 7) Unlawful Retaliation in Violation of Labor Code 98.6; 8) Constructive Discharge in Violation of Public Policy; 9) Unfair Competition Law in Violation of Business and Professions Code § 17200, Et Seq.
- 2.2 On August 8, 2025 and September 16, 2025, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 Defendants and Defense Counsel agree that service of the PAGA Notice was effectuated upon serving the PAGA Notice via email to Defendant’s Counsel on August 08, 2025 and on September 16, 2025.
- 2.4 On August 12, 2025, the Parties attended a full day mediation session with experienced wage and hour and PAGA mediator, Jonathan Andrews, Esq., of Signature Resolution. After extensive arms-length negotiations, the Parties reached a settlement of the Representative PAGA Claims as further detailed in this Agreement, which the Parties will seek approval of with the Los Angeles County Superior Court by means of a Motion for Approval of PAGA Settlement (the “Motion”).
- 2.5 Prior to mediation, PAGA Counsel obtained, through preliminary informal discovery, relevant documents and information, including Plaintiff’s personnel file, wage statements, and timecards, copies of Defendants’ Employee Handbook, and all written policies of Defendants related to wages, hours, timekeeping, and payroll.
- 2.6 Within fifteen (15) days of execution of this Agreement, and prior to the filing of the Motion, Defense Counsel shall submit to PAGA Counsel Aggrieved Employee Data, including total pay periods worked during the PAGA Period and total number of Aggrieved Employees. The Parties agree that they shall cooperate to confirm the appropriateness of the amount of the Gross Settlement Amount based on a review of the foregoing information.
- 2.7 Within fifteen (15) days of execution of this Agreement, PAGA Counsel shall file the Amended Action.
- 2.8 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.9 If the Court does not grant approval of the Settlement, the Amended Action shall be returned to its status as of August 12, 2025.

3. TERMS AND SETTLEMENT

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants Promises to pay One Hundred and Seventeen Thousand Dollars and Zero Cents (\$117,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6. of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than One-Third (1/3) of the Gross Settlement Amount which is currently estimated to be Thirty-Nine Thousand Dollars and Zero Cents (\$39,000.00) and PAGA Counsel Litigation Expenses Payment of not more than Nine Thousand Dollars and Zero Cents (\$9,000.00). Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that a decision by the Court to award PAGA Counsel less than the amount requested for the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment shall not be a basis for Plaintiff to void this Agreement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment, currently estimated as Four Thousand Nine Hundred and Fifty Dollars and Zero Cents (\$4,950,000.00) shall be paid to the Settlement Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount, which will cover all costs of distribution, including: (a) reporting payment of the individual settlement payments to all required taxing and other authorities, take appropriate withholdings, and issue IRS Forms 1099; (b) translating, if necessary, any notices

provided to the PAGA Claim Employees; (c) establishing a Qualified Settlement Fund (“QSF”) for the purpose of administering the Settlement; and (d) all of the costs, fees, and expenses, incurred in performing the above listed functions and those contemplated in Section 4.

3.2.3 To the Plaintiff: One check payable to Diego Trejo in the gross amount of Five Thousand Dollars (\$5,000.00). The Parties intend this amount to represent compensation for Plaintiff as the PAGA representative on behalf of the Aggrieved Employees. The Settlement Administrator will issue an IRS form 1099 to Plaintiff regarding this payment. This is not a material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. Any reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under paragraph 2.4 of this Agreement.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalty in the amount of Fifty Nine Thousand and Fifty Dollars and Zero Cents (\$59,050.00) to be paid from the Gross Settlement Amount, with 65% (\$38,382.50) allocated to the LWDA PAGA Payment and 35% (\$20,667.50) allocated to the individual PAGA Payments.

3.3 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties (\$20,667.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.

3.4 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 323 Aggrieved Employees who worked a total 4,635 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days, after the Effective Date, Defendants shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee

Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee].

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Plaintiff's Individual Settlement Amount, Plaintiff and

PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences prior to the date of this Settlement, known or unknown, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts alleged, or in any way related to the facts contained in either the Amended Action or PAGA Notice ("Plaintiff's Release") and any and all known or unknown liabilities, claims, demands for damages, costs, attorneys' fees, indemnification, contribution, or any other thing for which Plaintiff has or may have, including known or unknown causes of action, claims, or demands for damages, costs, attorneys' fees, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect exists in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties for the duration of the PAGA Period from all claims and theories of recovery for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Amended Action or the PAGA Notice, including, all claims for civil penalties under PAGA for failure to pay for all hours worked, misclassification, unpaid wages (including minimum wage, straight time, overtime and double time, as well as any off-the-clock work), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to pay premium wages at the correct regular rate, failure to pay final wages, failure to maintain accurate time and payroll records, provide accurate wage statements, failure to provide personnel and/or employment records, failure to pay vacation wages, failure to reimburse business expenses, failure to pay split shift premiums, failure to pay reporting time pay, failure

to provide sick leave (including supplemental sick leave), failure to pay sick leave, failure to timely pay wages during employment, failure to pay employees all gratuities earned and owed, unlawful noncompete practices, unlawful deductions, unlawful agreements, failure to keep requisite payroll records, failure to pay rest periods and nonproductive time for workers paid on a piece rate and/or commission basis, and for attorneys' fees and costs..

5.2.1 The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Settlement and the associated release of claims and rights under the PAGA.

5.3 Release by PAGA Counsel:

PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Amended Action and the PAGA Period facts stated in the Amended Action and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Amended Action (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator; and (vi) a draft proposed notice to the Aggrieved Employees. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. The Parties agree that Defense Counsel must approve the proposed Notice and Approval Order before it is submitted to the Court.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for

approval of this Settlement. The motion and supporting papers shall be filed no later than November 14, 2025, and shall be noticed for hearing on or before December 12, 2025, 2025. In the event that the Court does not make December 12, 2025 available for hearing or the Court is otherwise unable to timely hear the motion on December 12, 2025, the Parties will jointly and expeditiously collaborate, including by joint stipulation or other appropriate means, to select the fastest available hearing date and shall agree to an order shortening time, if necessary, if that hearing date does not permit the motion and supporting papers to be filed within the statutory notice deadlines under the California Code of Civil Procedure. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendants estimate that, as of the date of this Settlement

Agreement, there are 323 Aggrieved Employees who worked 4,635 Pay Periods during the PAGA Period.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals to the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Amended Action have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Amended Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Amended Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Amended Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel separately agree that each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or

federal government agency; or (5) as necessary to obtain approval of this settlement or enforce the terms of this settlement. Each Party agrees to immediately notify each other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator’s payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

If notice is given to any of the Defendants, it will be <u>emailed and mailed</u> to: Ryan C. Bykerk, Esq. Greenberg Traurig, LLP 18565 Jamboree Road, Suite 500 Irvine, CA 92612 bykerkr@gtlaw.com	If notice is given to Plaintiff, it will be <u>emailed and mailed</u> to: Sunjay P. Bhatia, Esq. Bhatia Law Firm, PC 3620 Pacific Coast Highway, Suite 200 Torrance, CA 90505 sunjay@bhatiafirm.com
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10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: November 07, 2025

By:

DocuSigned by:

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DIEGO TREJO

Dated: November 07, 2025

By:

Signed by:

0AE423E470A44F5...
BENJAMIN RICHTER, in his individual
capacity and as the Authorized
Representative for
Towerview Holdings, Inc. Burgerlords
CPG, LLC; Wake & Late Restaurants
LLC

BHATIA LAW FIRM, PC

Dated: November 07, 2025

By:

DocuSigned by:

C332EE289EAE4CB...
SUNJAY PREM BHATIA, Attorneys
for Plaintiff, DIEGO TREJO, and all
others similarly situated

GREENBERG TRAURIG, LLP

Dated: November 07, 2025

By:



RYAN BYKERK

Attorneys for Defendants Towerview
Holdings, Inc.; Burgerlords CPG,
LLC; Wake & Late Restaurants LLC;
and Benjamin Richter

EXHIBIT “A”

EXHIBIT “A”

Bhatia Law Firm, PC

Sunjay P. Bhatia, Esq. (SBN 304227)

3620 Pacific Coast Highway

Suite 200

Telephone: (424) 452-6221

E-mail: sunjay@bhatiafirm.com

Attorneys for Plaintiff Diego Trejo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DIVISION

UNLIMITED CIVIL JURISDICTION

DIEGO TREJO, an individual,

Plaintiff,

vs.

BURGERLORDS CPG, LLC, a Delaware
limited liability company; TOWERVIEW
HOLDINGS, INC., a Delaware corporation;
WAKE AND LATE, an entity of unknown
form; BENJAMIN RICHTER, an individual;
and Does 1 through 50, inclusive,

Defendants.

Case No.: 25STCV06854

**FIRST AMENDED COMPLAINT
FOR:**

**1. FAILURE TO PAY MINIMUM
AND OVERTIME WAGES**

**2. FAILURE TO REIMBURSE
BUSINESS EXPENSES**

**3. FAILURE TO PROVIDE
REQUIRED MEAL PERIODS**

**4. FAILURE TO PROVIDE
REQUIRED REST PERIODS**

**5. FAILURE TO FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS**

6. WAITING TIME PENALTIES

**7. UNLAWFUL RETALIATION IN
VIOLATION OF LABOR CODE
98.6**

**8. CONSTRUCTIVE DISCHARGE
IN VIOLATION OF PUBLIC
POLICY**

**9. UNFAIR COMPETITION LAW
(BUSINESS AND PROFESSIONS
CODE 17200, ET SEQ.)**

**10. REPRESENTATIVE ACTION
FOR CIVIL PENALTIES (LAB.
CODE § 2698, ET SEQ.)**

**AMOUNT DEMANDED EXCEEDS
\$35,000.00.**

[DEMAND FOR JURY TRIAL]

Plaintiff DIEGO TREJO (hereinafter “Plaintiff” or Mr. Trejo”), on behalf of himself and as an aggrieved employee under the Labor Code Private Attorney General Act of 2004 (“PAGA”), complains and alleges as follows:

I.

INTRODUCTION

1. This is an individual and representative private attorney general action against Defendants BURGERLORDS CPG, LLC, TOWERVIEW HOLDINGS, INC., WAKE AND LATE, and BENJAMIN RICHTER, and Does 1-50, inclusive (collectively “Defendants”) for violations of the Labor Code, Industrial Welfare Commission Order 5-2001 (the “Wage Order”), and the Business and Professions Code. As set forth herein, Defendants have maintained illegal policies and/or practices with respect to the provision of meal and rest periods, payments of minimum and overtime wages, and employee expense reimbursements. As a result, Defendants are liable to Plaintiff for earned and unpaid minimum, overtime, and premium wages, unreimbursed expenses, statutory penalties, civil penalties, and other related remedies.

II.

PARTIES

2. Plaintiff is, and at all relevant times, resides in Los Angeles County, California.

3. Plaintiff was employed by Defendants in Los Angeles County, California, and the Defendants’ conduct hereinafter alleged occurred in Los Angeles County, California.

4. Plaintiff is informed and believes and, on that basis, alleges that Defendant BURGERLORDS CPG, LLC, a Delaware limited liability company is and at all relevant times was, a limited liability company organized and existing under the laws of the State of Delaware, that its principal place of business was in Los Angeles County, California.

5. Plaintiff is informed and believes and, on that basis, alleges that Defendant TOWEVERVIEW HOLDINGS, INC., a Delaware corporation (hereinafter “Towerview”) is and at all relevant times was, a corporation organized and existing under the laws of the State of Delaware, that its principal place of business was in Los Angeles County, California.

6. Plaintiff is informed and believes and, on that basis, alleges that Defendant WAKE AND LATE (hereinafter “WL”) is, and at all relevant times, an entity of unknown form, that its principal place of business was in Los Angeles County, California.

7. Plaintiff is informed and believes, and that basis, alleged that Defendant BENJAMIN RICHTER is, and at all relevant times was, an individual residing in Los Angeles County, California and a shareholder of Defendant TOWERVIEW HOLDINGS, INC. and Defendant BURGERLORDS CPG, LLC and Defendant WAKE AND LATE who is also liable under Labor Code Section 558.1

8. The true names and capacities of defendants named as Doe 1 through Doe 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants when they are ascertained. Plaintiff is informed and believes and, on that basis, alleges that each of the fictitious Defendants has participated in the acts alleged in this complaint to have been done by the named Defendants.

9. Plaintiff is informed and believes and, on that basis, alleges that, at all relevant times, each of Defendants, whether named or fictitious, was the agent or employee of each of the other Defendants, and in doing the things alleged to have been done in the complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

III.

JURISDICTION AND VENUE

10. Jurisdiction and venue are proper in this Court because Defendants were and/or are doing business in Los Angeles County, California. The Los Angeles County Superior Court is the proper venue for this dispute under Code of Civil Procedure § 395(a), because most of the unlawful practices occurred in Los Angeles County, Plaintiff resided in and always worked for Defendants in Los Angeles County during the events in question.

FACTUAL ALLEGATIONS

12. Defendants collectively own and operate several restaurants and bakeries throughout the greater Los Angeles area. Defendants' main restaurant is located in 525 E Colorado Blvd Pasadena, CA 91101.

13. On or around October 2022, Defendants hired Plaintiff Diego Trejo (“Plaintiff” or “Mr. Mr. Trejo”) as a Staff Manager at its Pasadena location. During all relevant times of his employment with Defendants, Mr. Trejo was a misclassified salaried employee earning approximately \$73,000.00 annually. Although being classified as a manager by Defendants, Mr. Trejo’s primary duties failed to involve any tasks related to Defendants’ business operations nor were any of his tasks involved any independent judgment or discretion. Mr. Trejo’s primary duties consisted of supervised manual labor that required him to work more than 40 hours a week without being compensated for overtime. To compound matters, Mr. Trejo was unable to take his required meal and rest breaks because of the intensive manual labor his job duties required him to perform. To that end, upon information and belief, Defendants deliberately misclassified Mr. Trejo as a salaried employee to avoid paying him overtime and missed meal and rest periods.

14. On several occasions, throughout his employment with Defendants, Mr. Trejo paid for Defendants' restaurant supplies and ingredients from his own pocket without getting reimbursed.

15. During all relevant times, Gabriel Israel was Mr. Trejo's direct supervisor. While employed with Defendants, Gabriel would routinely make abusive and offensive remarks to Mr. Trejo and other employees thereby leading Mr. Trejo to an abusive and toxic work environment.

16. Near the end of his employment with Defendants, Mr. Trejo was getting paid via Zelle rather than getting paid through Defendant's payroll system which thereby led Defendant's failure to issue wage statements to Mr. Trejo. Instead of issuing a W-2, Defendants issued Mr.

Trejo a 1099. When Mr. Trejo complained about this issue to Gabriel Israel, Mr. Trejo faced significant verbal abuse and was told, by Mr. Israel, to “shut up and take it or walk out the door.”

17. On or around October 15, 2024, because of the foregoing issues, Mr. Trejo resigned from his position with the Defendants.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Overtime Wages

(Cal. Lab. Code §§ 1194, 1197)

(Against All Defendants)

18. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

19. At all relevant times during his employment with Defendants, Plaintiff was nonexempt employee entitled to the full benefits and protections of the Labor Code and the Wage Order. Labor Code § 1198 makes it unlawful for an employer to employ any person under conditions of employment that violate the Wage Order.

20. Section 2(G) of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of the employer, [which] includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

21. Collectively, Labor Code §§ 226(a), 510, 1194, 1197, and 1198, and Sections 3, 4, and 7 of the Wage Order require an employer to pay a non-exempt employee no less than minimum wage for each hour worked (see *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314), no less than one and one-half times the employee’s regular rate of pay for all hours worked in excess of 8 hours in one workday, in excess of 40 hours in one workweek, and for the first 8 hours worked on a seventh consecutive workday, and at no less than twice the employee’s regular rate of pay for all hours worked in excess of 12 hours in a workday and/or in excess of 8 hours on a seventh consecutive workday, and to maintain accurate records of all hours worked by the employee.

22. At relevant times during his employment with Defendants, Plaintiff routinely worked outside of, or, in excess of his recorded working hours, with the actual or constructive

knowledge of Defendants. By way of example, Plaintiff routinely corresponded via email with Defendants outside of his recorded working hours, and completed tasks outside of his recorded working hours.

23. Defendants did not pay or compensate Plaintiff for all his hours worked at the legally required rates, including overtime hours.

24. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff seeks to recover earned and unpaid minimum and overtime wages, interest thereon, liquidated damages in an amount equal to his unpaid minimum wages, as well as awards of reasonable costs and attorneys' fees, all in amounts subject to proof.

V.

SECOND CAUSE OF ACTION

Failure to Reimburse Business Expenses

(Cal. Lab. Code § 2802)

(Against All Defendants)

25. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

26. Labor Code § 2802(a) requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." The purpose of this statute is to prevent employers from passing their operating expenses on to their employees. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal. 4th 554, 562.

27. In violation of Labor Code section 2802, Defendants failed to indemnify Plaintiff for expenses.

28. Pursuant to Labor Code § 2802, Plaintiff seeks indemnification on behalf of himself for all expenses incurred for which he did not receive indemnification, along with awards of interest, attorneys' fees, and costs, all in amounts subject to proof.

VI.

THIRD CAUSE OF ACTION

Unlawful Failure to Provide Adequate Meal Periods

(Violation of California Labor Code §§ 512, 226.7; IWC Wage Orders)

(Against All Defendants)

29 Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

30. Collectively, Labor Code §§ 226.7, 512, and 1198, and Sections 7 and 11 of the Wage Order require employers to provide a first meal period of at least thirty minutes to non-exempt employees who work shifts of at least five hours after no more than five hours of work, to provide a second meal period of at least thirty minutes to non-exempt employees who work shifts of more than ten hours after no more than ten hours of work, and to pay premium wages when required meal periods are not provided. As relevant here, absent valid on-duty meal period agreements, employers must maintain records of meal period start and stop times, completely relieve their non-exempt employees of duty, relinquish control over them, and permit them to come and go as they please during the meal period to discharge the duty to provide meal periods.

31. Plaintiff regularly work in excess of five (5) hours a day without being afforded at least a thirty (30) minute meal period in which he is relieved of all duties as required by Labor Code sections 226.7 and 512 and IWC Wage Orders.

32. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff for one (1) hour of additional pay at the regular rate of compensation for each workday that the proper meal period was not provided, pursuant to Labor Code section 226.7, and IWC Wage Orders.

VII.

FOURTH CAUSE OF ACTION

Unlawful Failure to Provide Adequate Rest Periods

(Violation of California Labor Code § 226.7; IWC Wage Orders)

(Against All Defendants)

33. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

34. Collectively, Labor Code §§ 226.7 and 1198, and Section 12 of the Wage Order require employers to authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, to make good faith efforts to provide said rest periods during the middle of each work period, to completely relieve employees of duty during required rest periods, and to pay premium wages when required rest periods are not provided.

35. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff for one (1) hour of additional pay at the regular rate of compensation for each workday that the proper rest period was not provided, pursuant to Labor Code section 226.7, and IWC Wage Orders.

VIII.

FIFTH CAUSE OF ACTION

Failure to Furnish and Maintain Timely and Accurate Wage Statements

(Violation of California Labor Code § 226)

(Against All Defendants)

36. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

37. Pursuant to Labor Code § 226(a), Defendants have been obliged to provide Plaintiff, either semimonthly or at the time of each payment of wages, accurate itemized written wage statements showing, among other things, each applicable wage rate, the number of hours worked at each applicable wage rate, total hours worked during the pay period, and amounts of gross and net wages earned.

38. At all relevant times, Defendants have failed to provide Plaintiff with accurate written wage statements by either not providing him with any written wage statement, or providing him with written wage statements that fail to accurately reflect, among other things,

his hours worked at each applicable wage rate, total hours worked during the pay period, number of piece rate units, and/or amounts of gross and net wages earned as a result of the Labor Code violations set forth herein.

39. Defendants' failures to provide him with accurate wage statements have been knowing and intentional, in that Defendants have, at all relevant times, had the ability to provide accurate wage statements but, instead, have deliberately maintained unlawful policies and/or practices that fall below the minimum standards set forth in the Labor Code and the Wage Order.

40. Plaintiff has suffered injuries due to Defendants' failures to provide him with accurate written wage statements in that, among other things, his legal right to receive accurate wage statements has been violated, he has been misled about the amounts of wages he has earned, he has been prevented from immediately challenging allegedly unlawful pay practices, he has needed to reconstruct time and pay records and perform mathematical computations to determine the amounts of wages he has earned, has been unable to verify if he has been properly paid based on the information provided on their written wage statements, and has had inaccurate information about his wages and deductions submitted to government agencies.

41. Pursuant to Labor Code § 226(e), Plaintiff, seeks to recover the greater of actual damages or \$50 for the initial pay period in which a § 226(a) violation occurred, the greater of actual damages or \$100 for each violation of § 226(a) in a subsequent pay period, up to the greater of actual damages or an aggregate \$4,000 penalty, as well as awards of reasonable attorneys' fees and costs, all in amounts subject to proof.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

(Violation of Labor Code § 203)

(Against All Defendants)

42. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

43. Labor Code § 201 provides that all of the earned and unpaid wages of employee who is discharged become due and payable immediately at the time of discharge.

44. Labor Code § 203 provides that the wages of a terminated employee will continue as a penalty for up to thirty calendar days if the employer willfully fails to timely pay any earned and unpaid wages to the employee in the times set forth in Labor Code § 201.

45. Labor Code § 558.1 holds any employer, or person acting on behalf of an employer, liable for violating or causing violations of § 203.

46. At all relevant times herein, Labor Code §§ 201, 203 and 558.1 were in full force and effect.

47. As set forth herein, Defendants failed to pay Plaintiff earned minimum, overtime, premium, and/or vacation pay wages within the times set forth in Labor Code § 201. Defendants, under the direction of Corporate Owner, caused Plaintiff to be denied timely payment of his earned and unpaid wages.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants' failures to pay his earned and unpaid wages in violation of Labor Code § 201 have been willful in that Defendants have had the ability to fully comply with the requirements set forth in those statutes but have deliberately chosen to maintain policies and practices that are incompatible with those requirements.

49. Pursuant to Labor Code §§ 203 and 558.1, Plaintiff seeks up to thirty days of wages as waiting time penalties in amounts subject to proof at trial. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if fully set forth herein.

SEVENTH CAUSE OF ACTION

UNLAWFUL RETALIATION

(Lab. Code § 98.6)

(Against All Defendants)

50. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if fully set forth herein.

51. Labor Code section 98.6(a) prohibits discharging, discriminating, retaliating, or

1 taking any adverse action against any employee who engages in conduct protected under the
2 Labor Code on behalf of himself, herself, or others.

3 52. Defendants threatened Plaintiff in the terms and conditions of his employment,
4 and ultimately terminated his employment, directly or constructively.

5 53. Defendants had authority over Plaintiff, and had authority to investigate, discover,
6 correct the violation, or more specifically, no longer require Plaintiff to misclassify himself.

7 54. Defendants' retaliatory conduct was in violation of Labor Code § 98.6, and was
8 taken to punish Plaintiff for his opposition to Defendants' illegal practices.
9 Defendants' discharge of Plaintiff from their employment was substantially motivated by
10 Plaintiff's complaints of illegal practices, including but not limited to misclassifying the status of
11 his employment, refusal to comply with illegal practices, and/or anticipation that he would make
12 formal complaints with government agencies, thus resulting in Defendants wrongfully
13 terminating Plaintiff's employment in violation of Labor Code § 98.6.

14 55. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
15 and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent,
16 malicious, deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff,
17 thereby justifying an award to him of punitive damages in a sum appropriate to punish and make
18 an example of Defendants, and each of them.

19 56. Defendants committed the acts alleged herein by acting knowingly and willfully,
20 with the wrongful and illegal deliberate intention of injuring Plaintiff, from improper motives
21 amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to
22 recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according
23 to proof at time of trial pursuant to Civil Code § 3294, in addition to any and all other remedies
24 and damages allowable by law.

25 57. As a direct and proximate result of the wrongful acts of Defendants, and each of
26 them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and incidental
27 financial losses, including without limitation, loss of salary and benefits, and the intangible loss
28 of employment-related opportunities, all in an amount subject to proof at the time of trial.

Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

58. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that he will continue to experience said emotional suffering for a period in the future he cannot presently ascertain, all in an amount subject to proof at the time of trial.

EIGHTH CAUSE OF ACTION

CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICIES

(Against All Defendants)

59. Plaintiff realleges and incorporates by reference Paragraphs 1-58, inclusive, of this Complaint as though fully set forth herein.

60. Because of the aforementioned conduct and circumstances set forth in Paragraphs 12-17 of this Complaint, Defendants, and each of them, violated the fundamental public policies of the State of California, including, but not limited to, the California Labor Code 98.6.

61. Defendants intentionally created a work environment filled with illegal workplace practices thereby creating working conditions so intolerable that Plaintiff had no alternative but to resign.

62. Defendants violated all these fundamental public policies in creating an intolerable work environment for Plaintiff for exercising his rights under Labor Code § 98.6.

63. As a proximate result of Defendants' conduct, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

64. In committing the foregoing acts, Defendants has been guilty of oppression, fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages in sum appropriate to punish the foregoing Defendants.

65. The act of oppression, fraud, and/or malice were engaged by employees of Defendants. Defendants had advance knowledge of the unfitness of each employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct for which an award of punitive damages is sought and/or was personally guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard, authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part of an officer, director, or managing agent of Defendants, thereby entitling Plaintiff to punitive and exemplary damages against Defendants in accordance with California Civil Code section 3294 in a sum appropriate to punish Defendants.

66. Finally, Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to California Labor Code § 218.5.

67. Plaintiff has been generally damaged within the jurisdictional limits of this Court.

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES-VIOLATION OF BUS. PROF. CODE § 17200, ET

SEQ.

(Against All Defendants)

68. Plaintiff realleges and incorporates by reference Paragraphs 1-67, inclusive, of this Complaint as though fully set forth herein.

69. Plaintiff believes and based thereon alleges that Defendants, and each of them, engaged in unlawful, unfair, and fraudulent business practices as described herein, including but not limited to, engaging in acts of discrimination and wrongful termination in violation of public policy.

70. As a direct and proximate result of Defendant's actions, and each of their unlawful, unfair, and fraudulent business practices, Plaintiff has lost money or property as described herein.

TENTH CAUSE OF ACTION

REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER PAGA

(Lab. Code § 2698, Et Seq.)

(Against All Defendants)

71. Plaintiff incorporates each of the of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

72. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. By letter dated August 08, 2025, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice (“First Notice”) by certified mail to Defendant Towerview of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. On September 16, 2025, Plaintiff filed an amended notice (“Amended Notice”) online with the LWDA and gave written notice to the remaining Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to them that it does not intend to investigate these allegations. A true and correct copy of the First Notice to the LWDA is attached hereto as Exhibit A. A true and correct copy of the Amended Notice to the LWDA is attached hereto as Exhibit B.

73. The “Aggrieved Employees” are all current and former employees of Defendants against whom one or more of the Labor Code violations set forth herein has been committed within the applicable statute of limitations, including the period between the filing of this lawsuit and the entry of final judgment.

72. Labor Code § 204 states,
 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the

regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semi-monthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

73. Defendants paid wages to Plaintiff and Aggrieved Employees on regular intervals.

74. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked as a result of not timely paying them minimum, overtime, and premium wages within the times set forth in Labor Code § 204.

75. Plaintiff is informed and believe and thereon alleges that Defendants failed to pay Aggrieved Employees on such intervals for all wages earned as a result of not timely paying them minimum, overtime, and/or premium wages within the times set forth in Labor Code § 204.

76. During the applicable time period, Defendants violated Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802. Labor Code §§ 2699(a) and (g) authorize an Aggrieved Employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code § 2699.3.

1 77. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff and Aggrieved Employees
2 are entitled to recover civil penalties for each of the Defendants' violations of Labor Code §§
3 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802 during the applicable
4 limitations period in the following amounts:

5 A. For violations of Labor Code §§ 201, 202, 203, 226.7, 1194, 1198, and 2802, one
6 hundred dollars (\$100.00) for each Aggrieved Employee per pay period. The civil penalty is two
7 hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are
8 met: (i) Within the five years preceding the alleged violation, the agency or any court issued a
9 finding or determination to the employer that its policy or practice giving rise to the violation
10 was unlawful or (ii) The court determines that the employer's conduct giving rise to the violation
11 was malicious, fraudulent, or oppressive (penalty amounts established by Labor Code §
12 2699(f)(2));

13 B. For violations of Labor Code § 204, one hundred dollars (\$100.00) for each
14 Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each
15 Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts
16 established by Labor Code § 210);

17 C. For violations of Labor Code § 226(a), twenty-five dollars (\$25) for each
18 aggrieved employee per pay period for violation of paragraphs (1) to (7), inclusive, or paragraph
19 (9) of subdivision (a) of Section 226 if the employee could promptly and easily determine from
20 the wage statement alone the accurate information specified by subdivision (a) of Section 226. If
21 the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil
22 penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved
23 employee per pay period if the employee would not be confused or misled about the correct
24 identity of their employer or, if their employer is a farm labor contractor, the legal entity that
25 secured the services of that employer (penalty amounts established by Labor Code § §
26 2699(f)(2));

27 D. For violations of Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each
28 Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved

Employee for each subsequent violation, per pay period (penalty amounts established by Labor Code § 558);

E. For violations of Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts established by Labor Code § 1197.1);

78. Pursuant to Labor Code § 2699(g), Plaintiff and Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

(As to All Causes of Action)

1. For general damages, including emotional distress damages, according to proof on each causes of action for which such damages are available.
2. For special damages, including, but not limited to, lost earnings, benefits, and/or out of pocket expenses in an amount according to proof on each cause of action for which such damages are available.
3. For further special damages, including, but not limited to, lost future earnings, benefits, and other prospective damages in an amount according to proof on each cause of action for which such damages are available.
4. For compensatory damages, including emotional distress damages, according to proof on each cause of action for which such damages are available.
5. For punitive damages, according to proof on each cause of action for which such damages are available.
6. For civil penalties.
7. For statutory penalties.
8. For declaratory and injunctive relief as appropriate.
9. For prejudgment interest and post-judgment interest according to law.

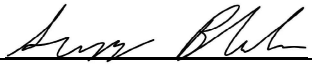
1 10. For reasonable attorneys' fees incurred in this action.

2 11. For costs of suit incurred in this action.

3 12. For such other and further relief as the Court may deem just and proper.

4 Dated: November 5, 2025

Bhatia Law Firm, PC

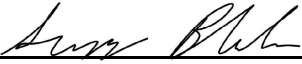
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6 BY: 
7 Sunjay Bhatia, Esq.
8 Attorneys for Plaintiff Diego Trejo
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action so triable in the Complaint for Damages.

Dated: November 5, 2025

Bhatia Law Firm, PC

BY: 

Sunjay Bhatia, Esq.

Attorneys for Plaintiff Diego Trejo

EXHIBIT “A”

EXHIBIT “A”



Sunjay P. Bhatia, Esq.
Bhatia Law Firm, PC
Attorneys for Mr. Diego Trejo
3620 Pacific Coast Highway, Suite 200
Torrance, CA 90505
Phone: (424) 452-6221
Email: sunjay@bhatiafirm.com

Date: August 8, 2025

SENT VIA CERTIFIED U.S. MAIL/ONLINE SUBMISSION

Towerview Holdings, Inc.
Attention: Benjamin Richter
525 East Colorado Blvd.
Pasadena, CA 91101

RE: *Diego Trejo/Towerview Holdings, Inc.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Mr. Diego Trejo (“Trejo”) provides notice on behalf of himself, and all other persons currently or formerly employed by Towerview Holdings, Inc. (“Towerview”) who were employed on an hourly or otherwise non-exempt basis or otherwise misclassified as exempt and who experienced one or more of the Labor Code violations alleged herein during the applicable statutory limitations period (the “Aggrieved Employees”). As set forth herein, Towerview violated the rights of Trejo and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

Trejo is a former non-exempt employee of Towerview. He worked as a kitchen crew member for Towerview but was labeled as a staff manager as a means for Towerview to improperly classify him as an exempt employee. Trejo worked at Towerview’s location in Pasadena, California (Los Angeles County) from approximately October 2022 until his resignation on or around October 2024.

At all relevant times the entity that comprise Towerview have each been “persons” within the meaning of Labor Code § 18. Trejo is informed and believes and thereon alleges that, at all relevant times, the entity that comprises Towerview has each been an employer of Trejo and the Aggrieved Employees within the meaning of Section 2(H) of Industrial Welfare Commission Order No. 5-2001 (the “Wage Order”) in that each entity has, either directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Trejo and the Aggrieved Employees. At all relevant times, Trejo and the Aggrieved Employees have been “employees” of Towerview within the meaning of Section 2(F) of the Wage Order and “aggrieved employees” within the meaning of Labor Code § 2699(c).

Diego Trejo/Towerview Holdings, Inc.

August 8, 2025

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Failures to Provide Meal and Rest Periods

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

Under Labor Code § 512 and Section 11 of the Wage Order, an employer has a duty to provide its non-exempt employees with first meal periods of no less than thirty minutes after no more than five hours of work when they work shifts of at least five hours, and to provide its non-exempt employees with second meal periods of no less than thirty minutes after no more than ten hours of work when they work shifts of more than ten hours. In the absence of a valid on-duty meal period agreement, or a valid waiver, this duty requires an employer to affirmatively authorize said meal periods, completely relieve its employees of duty, allow them to come and go as they please, and to relinquish control over their activities. In addition, an employee may not waive a meal period unless the employer has already authorized the meal period. Further, Section 7 of the Wage Order requires the employer to keep accurate records of meal period start and stop times.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, Towerview violated the rights of Trejo and the Aggrieved Employees under requirements by, among other things: (1) not scheduling timely and duty-free meal and rest periods; (2) not clearly communicating policies informing employees of their rights to duty-free meal and rest periods; (3) not structuring the work performed in a manner that consistently allows for duty-free meal and rest periods; (4) not providing reasonable opportunities to take timely and duty-free meal and rest periods; (5) not maintaining legally required records of meal period start and stop times; and (6) not paying premium wages when a required meal or rest period is not provided. Trejo has personally been denied meal and rest periods and been denied premium pay within the one-year period before the date of this letter. As a result of these policies and practices, Trejo and the Aggrieved Employees routinely worked without required meal and rest periods and were denied premium wages in lieu thereof.

Diego Trejo/Towerview Holdings, Inc.

August 8, 2025

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Failures to Pay Minimum and Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the minimum and/or overtime wages required by law is unlawful and invalid.

Under Labor Code § 1197, it is unlawful to pay an employee less than the minimum wage required under the Wage Order.

In relevant part, Labor Code § 510(a) states,

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

These same requirements are set forth in Section 3 of the Wage Order.

In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for *each* hour worked, and, unlike federal law, prohibit the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

At relevant times, Towerview failed to pay Trejo at legal overtime rates for recorded overtime. Trejo is informed and believes and thereon alleges that Towerview consequently denied other Aggrieved Employees overtime wages based on an insufficient regular rate of pay during the applicable limitations period.

At relevant times, Towerview management misclassified Trejo as an exempt employee by labelling his job title as “supervisor” or “manager” in order to dodge paying Mr. Trejo required overtime pay. Although being classified as a manager by Towerview, Mr. Trejo’s primary duties failed to involve any tasks related to Towerview’s business operations nor were any of his tasks involved any independent judgment or discretion. Mr. Trejo’s primary duties consisted of supervised manual labor that required him to work beyond 40 hours a week without being compensated for overtime hours. Trejo is informed and believes and thereon alleges that Towerview management also misclassified other Aggrieved Employees as exempt employees in order to have them perform manual labor that require them to work beyond 40 hours a week and

Diego Trejo/Towerview Holdings, Inc.

August 8, 2025

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thereby in resulting in them not being paid at least the minimum wage for that working time. To the extent this working time was straight time, this policy and/or practice denied him and Aggrieved Employees overtime wages in violation of Labor Code §§ 510 and 1198.

Failures to Provide Accurate Wage Statements

Labor Code § 226(a) states in pertinent part,

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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, Towerview violated the rights of Trejo and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) statements that fail to accurately state the amounts of gross and net wages earned as a result of not paying them all earned minimum, overtime, and/or premium wages; (2) statements that fail to accurately state the total hours worked by the employee in the pay period, as a result of requiring them to perform duties while off the clock and as a result of not paying them premium wages for meal or rest period violations; (3) statements that fail to accurately list all applicable hourly rates in effect and the corresponding number of hours worked at each rate as a result of not paying minimum, overtime, and/or premium wages as set forth herein..

Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

Diego Trejo/Towerview Holdings, Inc.

August 8, 2025

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In relevant part, Labor Code § 202(a) states,

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

In relevant part, Labor Code § 203(a) states,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period

Towerview violated the rights of Trejo and the Aggrieved Employees in at least the following ways under these statutes: (1) by failing to timely pay earned minimum, overtime, and/or premium wages as set forth herein during employment in violation of Labor Code § 204; (2) by failing to timely pay all earned minimum, overtime, and/or premium wages to separated employees as set forth herein in accordance with the requirements of Labor Code §§ 201-203 to Trejo and other separated Aggrieved Employees; and (3) by failing to tender final paychecks to Trejo and separated

Diego Trejo/Towerview Holdings, Inc.

August 8, 2025

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Aggrieved Employees within the time constraints set forth in Labor Code §§ 201-202 without regard to whether or not said final paychecks were complete.

Unreimbursed Expenses

California law, specifically Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred as a direct consequence of discharging his or her duties or obeying the directions of his or her employer.

Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order. Section 9 of the Wage Order requires employers to provide and maintain tools and equipment necessary to the performance of the job for employees who are not paid at least two (2) times the minimum wage under the Wage Order.

Here, Towerview violated the rights of Trejo and the Aggrieved Employees as follows under these requirements: (1) by requiring employees to pay ordinary business losses not attributable to any employee gross negligence or wrongdoing without reimbursement; and (2) not reimbursing them for use of their personal telephones in connection with their work duties. To the extent that that Trejo and Aggrieved Employees were paid at the legal minimum wage, this practice caused their wages to fall below the legal minimum wage for each pay period in which any such failure to indemnify occurred.

Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Towerview, please be advised that Trejo intends to seek attorneys' fees and costs, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action should the LWDA decline to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Sunjay Bhatia, Esq.

cc: Labor and Workforce Development Agency
(via online submission)

Ryan Bykerk, Esq.
Greenberg Traurig, LLP
Counsel for Towerview Holdings, Inc.
18565 Jamboree Road
Suite 500
Irvine, CA 92612
Via Email Only: bykerkr@gtlaw.com

EXHIBIT “B”

EXHIBIT “B”



Sunjay P. Bhatia, Esq.
Bhatia Law Firm, PC
Attorneys for Mr. Diego Trejo
3620 Pacific Coast Highway, Suite 200
Torrance, CA 90505
Phone: (424) 452-6221
Email: sunjay@bhatiafirm.com

Date: September 16, 2025

SENT VIA CERTIFIED U.S. MAIL/ONLINE SUBMISSION

Towerview Holdings, Inc.
Wake and Late
Benjamin Richter
105 E. 6th Street
Los Angeles, CA 90014

Burgerlords CPG, LLC
447 S. Bedford Drive
BEVERLY Hills, CA 90212

RE: AMENDED PAGA NOTICE- *Diego Trejo/Towerview Holdings, Inc.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Mr. Diego Trejo (“Trejo”) provides this amended notice on behalf of himself, and all other persons currently or formerly employed by Towerview Holdings, Inc., Burgerlords CPG, LLC, Benjamin Richter, and/or Wake and Late (collectively referred to as “Towerview” or Towerview Entities) who were employed on an hourly or otherwise non-exempt basis or otherwise misclassified as exempt and who experienced one or more of the Labor Code violations alleged herein during the applicable statutory limitations period (the “Aggrieved Employees”). As set forth herein, Towerview Entities violated the rights of Trejo and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

Trejo is a former non-exempt employee of Towerview Entities. He worked as a kitchen crew member for Towerview Entities but was labeled as a staff manager as a means for Towerview to improperly classify him as an exempt employee. Trejo worked at Towerview’s location in Pasadena, California (Los Angeles County) from approximately October 2022 until his resignation on or around October 2024.

At all relevant times the entities that comprise Towerview Entities have each been “persons” within the meaning of Labor Code § 18. Trejo is informed and believes and thereon alleges that, at all relevant times, the entities that comprises Towerview Entities have each been an employer

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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of Trejo and the Aggrieved Employees within the meaning of Section 2(H) of Industrial Welfare Commission Order No. 5-2001 (the “Wage Order”) in that each entity has, either directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Trejo and the Aggrieved Employees. At all relevant times, Trejo and the Aggrieved Employees have been “employees” of Towerview Entities within the meaning of Section 2(F) of the Wage Order and “aggrieved employees” within the meaning of Labor Code § 2699(c).

Failures to Provide Meal and Rest Periods

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

Under Labor Code § 512 and Section 11 of the Wage Order, an employer has a duty to provide its non-exempt employees with first meal periods of no less than thirty minutes after no more than five hours of work when they work shifts of at least five hours, and to provide its non-exempt employees with second meal periods of no less than thirty minutes after no more than ten hours of work when they work shifts of more than ten hours. In the absence of a valid on-duty meal period agreement, or a valid waiver, this duty requires an employer to affirmatively authorize said meal periods, completely relieve its employees of duty, allow them to come and go as they please, and to relinquish control over their activities. In addition, an employee may not waive a meal period unless the employer has already authorized the meal period. Further, Section 7 of the Wage Order requires the employer to keep accurate records of meal period start and stop times.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, Towerview Entities violated the rights of Trejo and the Aggrieved Employees under requirements by, among other things: (1) not scheduling timely and duty-free meal and rest periods; (2) not clearly communicating policies informing employees of their rights to duty-free meal and rest periods; (3) not structuring the work performed in a manner that consistently allows for duty-free meal and rest periods; (4) not providing reasonable opportunities to take timely and duty-free meal and rest periods; (5) not maintaining legally required records of meal period start

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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and stop times; and (6) not paying premium wages when a required meal or rest period is not provided. Trejo has personally been denied meal and rest periods and been denied premium pay within the one-year period before the date of this letter. As a result of these policies and practices, Trejo and the Aggrieved Employees routinely worked without required meal and rest periods and were denied premium wages in lieu thereof.

Failures to Pay Minimum and Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the minimum and/or overtime wages required by law is unlawful and invalid.

Under Labor Code § 1197, it is unlawful to pay an employee less than the minimum wage required under the Wage Order.

In relevant part, Labor Code § 510(a) states,

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

These same requirements are set forth in Section 3 of the Wage Order.

In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for *each* hour worked, and, unlike federal law, prohibit the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

At relevant times, Towerview failed to pay Trejo at legal overtime rates for recorded overtime. Trejo is informed and believes and thereon alleges that Towerview consequently denied other Aggrieved Employees overtime wages based on an insufficient regular rate of pay during the applicable limitations period.

At relevant times, management of the Towerview Entities misclassified Trejo as an exempt employee by labelling his job title as “supervisor” or “manager” in order to dodge paying Mr. Trejo required overtime pay. Although being classified as a manager by Towerview Entities, Mr. Trejo’s primary duties failed to involve any tasks related to Towerview’s business operations nor

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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were any of his tasks involved any independent judgment or discretion. Mr. Trejo's primary duties consisted of supervised manual labor that required him to work beyond 40 hours a week without being compensated for overtime hours. Trejo is informed and believes and thereon alleges that Towerview management also misclassified other Aggrieved Employees as exempt employees in order to have them perform manual labor that require them to work beyond 40 hours a week and thereby in resulting in them not being paid at least the minimum wage for that working time. To the extent this working time was straight time, this policy and/or practice denied him and Aggrieved Employees overtime wages in violation of Labor Code §§ 510 and 1198.

Failures to Provide Accurate Wage Statements

Labor Code § 226(a) states in pertinent part,

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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, Towerview Entities violated the rights of Trejo and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) statements that fail to accurately state the amounts of gross and net wages earned as a result of not paying them all earned minimum, overtime, and/or premium wages; (2) statements that fail to accurately state the total hours worked by the employee in the pay period, as a result of requiring them to perform duties while off the clock and as a result of not paying them premium wages for meal or rest period violations; (3) statements that fail to accurately list all applicable hourly rates in effect and the corresponding number of hours worked at each rate as a result of not paying minimum, overtime, and/or premium wages as set forth herein.

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, Labor Code § 202(a) states,

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

In relevant part, Labor Code § 203(a) states,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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Towerview violated the rights of Trejo and the Aggrieved Employees in at least the following ways under these statutes: (1) by failing to timely pay earned minimum, overtime, and/or premium wages as set forth herein during employment in violation of Labor Code § 204; (2) by failing to timely pay all earned minimum, overtime, and/or premium wages to separated employees as set forth herein in accordance with the requirements of Labor Code §§ 201-203 to Trejo and other separated Aggrieved Employees; and (3) by failing to tender final paychecks to Trejo and separated Aggrieved Employees within the time constraints set forth in Labor Code §§ 201-202 without regard to whether or not said final paychecks were complete.

Unreimbursed Expenses

California law, specifically Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred as a direct consequence of discharging his or her duties or obeying the directions of his or her employer.

Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order. Section 9 of the Wage Order requires employers to provide and maintain tools and equipment necessary to the performance of the job for employees who are not paid at least two (2) times the minimum wage under the Wage Order.

Here, Towerview violated the rights of Trejo and the Aggrieved Employees as follows under these requirements: (1) by requiring employees to pay ordinary business losses not attributable to any employee gross negligence or wrongdoing without reimbursement; and (2) not reimbursing them for use of their personal telephones in connection with their work duties. To the extent that that Trejo and Aggrieved Employees were paid at the legal minimum wage, this practice caused their wages to fall below the legal minimum wage for each pay period in which any such failure to indemnify occurred.

Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Towerview Entities, please be advised that Trejo intends to seek attorneys' fees and costs, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action should the LWDA decline to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Sunjay Bhatia, Esq.

cc: Labor and Workforce Development Agency
(via online submission)

Diego Trejo/Towerview Holdings, Inc./Burgerlords CPG, LLC/Benjamin Richter

September 16, 2025

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