Bhatia Law Firm, PC
Sunjay P. Bhatia, Esq. (SBN 304227)
3620 Pacific Coast Highway
Suite 200
Torrance, CA 90505
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.

11. The amount in controversy in this matter exceeds the sum $35,000.00, exclusive of interests and costs.

IV.

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.

<u>THIRD CAUSE OF ACTION</u>

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.

<u>SIXTH CAUSE OF ACTION</u>

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

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

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

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

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

56. Defendants committed the acts alleged herein by acting knowingly and willfully, with the wrongful and illegal deliberate intention of injuring Plaintiff, from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to

recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof at time of trial pursuant to Civil Code § 3294, in addition to any and all other remedies and damages allowable by law.

57. As a direct and proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment-related opportunities, 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.

74. 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.

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

76. 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.

77. 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.

78. 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.

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

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

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

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

D. For violations of Labor Code §§ 510 and 512, fifty dollars ($50.00) for each 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);

80. 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.
10. For reasonable attorneys' fees incurred in this action.
11. For costs of suit incurred in this action.
12. For such other and further relief as the Court may deem just and proper.

Dated: November 10, 2025

Bhatia Law Firm, PC

BY: ______________________

Sunjay Bhatia, Esq.
Attorneys for Plaintiff Diego Trejo

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 10, 2025

Bhatia Law Firm, PC

BY: ______________________

Sunjay Bhatia, Esq.

Attorneys for Plaintiff Diego Trejo

EXHIBIT “A”

EXHIBIT “A”

BHATIA
LAW FIRM, PC

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).

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.

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 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.

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

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”

BHATIA
LAW FIRM, PC

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

<u>SENT VIA CERTIFIED U.S. MAIL/ONLINE SUBMISSION</u>
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 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 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 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.

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

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)

Ryan Bykerk, Esq.
Greenberg Traurig, LLP
Counsel for Towerview Holdings, Inc.
Burgerlords CPG, LLC
Wake and Late
Benjamin Richter
18565 Jamboree Road
Suite 500
Irvine, CA 92612
Via Email Only: bykerkr@gtlaw.com

PROOF OF SERVICE

DIEGO TREJO vs. TOWERVIEW HOLDINGS, INC., et al.

Case No.: 25STCV06854

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to this action. My business address is 3620 Pacific Coast Highway, Suite 200, Torrance, CA 90505

On November 10, 2025, I caused the documents described as:

PLAINTIFF'S FIRST AMENDED COMPLAINT

to be served on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list as follows:

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

____ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

_X__BY ELECTRONIC SERVICE: The email service of the documents was transmitted to the recipient and no error was responded. I caused the computer to print a record of the transmission.

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

Executed on November 10, 2025 at Torrance, California.

Sunjay Bhatia ____________________