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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Stephanie Garcia, DEPUTY

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

JOSEPH MANZO, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

INVESTMENT CONCEPTS, INC., a
California corporation; and DOES 1 through
50,

Defendants.

Case No.: CIVSB2528134

**FIRST CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS;**
- (2) **OVERTIME WAGE VIOLATIONS;**
- (3) **MEAL PERIOD VIOLATIONS;**
- (4) **REST PERIOD VIOLATIONS;**
- (5) **REPORTING TIME PAY
VIOLATIONS;**
- (6) **WAGE STATEMENT PENALTIES;**
- (7) **WAITING TIME PENALTIES;**
- (8) **FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES;**
- (9) **VIOLATION OF LABOR CODE
226(b) and (c);**
- (10) **UNFAIR COMPETITION; and**
- (11) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff JOSEPH MANZO (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants INVESTMENT CONCEPTS, INC., a California corporation, and
4 DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226(a)-(c), 226.7, 246, 432, 510, 512, 516, 558,
9 1182.8, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission
10 (“IWC”) Wage Order 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory
11 relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure §
12 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount
13 in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including San Bernardino County, and
16 some of the acts and omissions complained of herein occurred in San Bernardino County.
17 Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226(a)-(c), 226.7, 246, 432, 510, 512, 516, 558, 1182.8, 1182.12,
25 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Order 5.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within San Bernardino County, and the State of California
2 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
7 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a property management company in California.
3 Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately
4 February 2021 to approximately August 2025 as a maintenance technician in Hesperia and
5 Victorville.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
9 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
10 belief, at times, Defendants required Plaintiff and other non-exempt employees to perform work
11 before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,
12 and failed to compensate employees for this time. Upon information and belief, Defendants also
13 failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including
14 bonuses and the value of employer-provided discounted housing, into the regular rate of pay. As a
15 result, Plaintiff and other non-exempt employees were not compensated for all earned minimum,
16 reporting time, and overtime wages.

17 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
18 legally compliant meal periods due to Defendants' meal period policies/practices, which resulted in
19 late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal
20 periods. Upon information and belief, at times, Plaintiff and other non-exempt employees were not
21 able to take their legally compliant meal breaks due to work demands imposed by Defendants.
22 Upon information and belief, Defendants do not keep accurate records of Plaintiff's and other non-
23 exempt employees' hours worked, including accurate time records showing when employees take
24 their meal periods. On those occasions when Plaintiff and other non-exempt employees were not
25 provided with all legally compliant meal periods to which they were entitled, Defendants failed to
26 compensate Plaintiff and other non-exempt employees with the required meal period premium(s)
27 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
28 information and belief, Defendants violated Labor Code § 226.7 by failing to pay meal period

1 premiums at the correct regular rate of compensation by incorporating all non-discretionary
2 incentive compensation, including bonuses and the value of employer-provided discounted housing,
3 in the event that a legally compliant meal period was not provided to their non-exempt employees.

4 13. At times, Plaintiff and other non-exempt employees were not authorized and
5 permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices,
6 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or
7 major fraction thereof. On occasion, Plaintiff and other non-exempt employees were not able to take
8 their legally compliant rest breaks due to work demands imposed by Defendants. On those
9 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
10 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
11 them with the required rest period premium(s) for each workday there was a rest period violation as
12 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
13 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
14 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
15 employees.

16 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
17 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including
18 bonuses and the value of employer-provided discounted housing, into the paid sick leave pay rate.

19 15. Labor Code § 1198 provides: "The employment of any employee ... under conditions
20 of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage
21 Orders, including Wage Order 4-2001, § 5 provides: "(A) Each workday an employee is required to
22 report for work and does report, but is not put to work or is furnished less than half said employee's
23 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's
24 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
25 regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required
26 to report for work a second time in any one workday and is furnished less than two hours of work
27 on the second reporting, said employee shall be paid for two hours at the employee's regular rate of
28 pay, which shall not be less than the minimum wage." During the relevant time period, Defendants

1 improperly calculated the reporting time rate of pay owed to Plaintiff and other non-exempt
2 employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration,
3 including bonuses and the value of discounted apartment housing, into the reporting time pay rate
4 calculation.

5 16. Labor Code § 1182.8 provides: “No employer shall be in violation of any provision
6 of any applicable order of the Industrial Welfare Commission relating to credit or charges for
7 lodging for charging, pursuant to a voluntary written agreement, a resident apartment manager up to
8 two-thirds of the fair market rental value of the apartment supplied to the manager, if no credit for
9 the apartment is used to meet the employer’s minimum wage obligation to the manager.” During the
10 relevant time period, Defendant charged Plaintiff and other non-exempt employees who were
11 resident apartment managers more than two-thirds of the fair market rental value of apartments
12 provided to them.

13 17. As a result of Defendants’ failure to pay all minimum, reporting time, and overtime
14 wages, failure to pay all meal and rest period premium wages, and unlawful timekeeping and
15 payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued
16 inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result of
17 Defendants’ failure to pay all minimum, reporting time, and overtime wages, sick leave wages, and
18 meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff and
19 other former non-exempt employees upon their separation of employment from Defendants.

20 18. Additionally, Defendants required Plaintiff and other non-exempt employees to use
21 their personal cellphones to clock in and out. Despite requiring employees to incur these necessary
22 business expenses, Defendants failed to reimburse Plaintiff and other non-exempt employees for the
23 cost of these expenses.

24 19. On September 24, 2025, Plaintiff, via his legal representative, mailed a request to
25 Defendants to produce to him electronically, among other records, copies of his payroll records
26 under Labor Code § 226(b) and any instrument or document Plaintiff signed relating to the
27 obtaining or holding of employment under Labor Code § 432. On October 7, 2025, Defendants’
28 legal representative responded, and demanded that Plaintiff pay Defendant “10 cents per page plus

1 \$100 document search fee, which includes delivery of the documents via email or another \$20 for
2 overnight mail.” To put Defendants’ demand into perspective, Plaintiff earned an hourly rate \$22.75
3 while employed by Defendants. Thus, to afford Defendants’ “\$100 document search fee,” Plaintiff
4 would have had to labor over 4 hours of work for Defendants in order to obtain employment records
5 he is legally entitled to.

6 20. Labor Code § 226(b) and (c) provide: “(b) An employer that is required by this code
7 or any regulation adopted pursuant to this code to keep the information required by subdivision (a)
8 shall afford current and former employees the right to inspect or receive a copy of records
9 pertaining to their employment, upon reasonable request to the employer. The employer may take
10 reasonable steps to ensure the identity of a current or former employee. If the employer provides
11 copies of the records, the actual cost of reproduction may be charged to the current or former
12 employee. (c) An employer who receives a written or oral request to inspect or receive a copy of
13 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the
14 request as soon as practicable, but no later than 21 calendar days from the date of the request. A
15 violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result
16 of a violation of law, shall be an affirmative defense for an employer in any action alleging a
17 violation of this subdivision. An employer may designate the person to whom a request under this
18 subdivision will be made.” Here, despite the Labor Code only authorizing Defendants to charge
19 “the actual cost of reproduction,” Defendants violated Labor Code § 226(b) and (c) by demanding
20 Plaintiff an exorbitant \$100 for Defendants’ labor to search for Plaintiff’s records.

21 21. Labor Code § 432 provides: “If an employee or applicant signs any instrument
22 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
23 request.” Here, despite this statute not permitting Defendants to charge any amounts for instruments
24 signed by Plaintiff, Defendants violated Labor Code § 432 by demanding that Plaintiff pay an
25 exorbitant \$100 to search for Plaintiff’s records.

26 **CLASS ACTION ALLEGATIONS**

27 22. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
28 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 1 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
2 in the State of California who were subject to Defendants' timekeeping and payroll
3 policies and/or practices, from November 22, 2023 through the present.
- 4 b. Overtime Class: All current and former non-exempt employees of Defendants in the
5 State of California who worked more than eight hours per day and/or 40 hours per
6 week and were subject to Defendants' timekeeping policies and/or practices, from
7 November 22, 2023 through the present.
- 8 c. Meal Period Class: All current and former non-exempt employees of Defendants in
9 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
10 and/or (ii) worked at least one shift in excess of 10.0 hours, from November 22, 2023
11 through the present.
- 12 d. Rest Period Class: All current and former non-exempt employees of Defendants in
13 the State of California who worked at least one shift of 3.5 or more hours, from
14 November 22, 2023 through the present.
- 15 e. Reporting Time Class: All current and former non-exempt employees of Defendants
16 in the State of California who received reporting time pay, from November 22, 2023
17 through the present.
- 18 f. Wage Statement Class: All current and former non-exempt employees of Defendants
19 in the State of California who received a wage statement, during the one year
20 immediately preceding the filing of this action through the present.
- 21 g. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
22 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
23 from November 22, 2023 through the present.
- 24 h. Expense Reimbursement Class: All current and former non-exempt employees of
25 Defendants in the State of California who were not reimbursed for all necessary
26 business expenses, from November 22, 2023 through the present.
- 27 i. Employment Record Class: All current and former non-exempt employees of
28 Defendants in the State of California who submitted a records request under Labor

Code §§ 226(b)-(c) and 432 and were instructed by Defendants to pay a fee, from November 22, 2023 through the present.

23. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

24. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendant paid all reporting time pay due pursuant to Wage Order 5, § 5.
- f. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802;
- g. Whether Defendants unlawfully charged fees to members of the Employment Record Class in violation of Labor Code §§ 226(b)-(c) and 432;
- h. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

1 i. Whether Defendants timely paid all final wages to members of the Waiting Time
2 Class at the time of their separation of employment pursuant to Labor Code §§ 201
3 and 202.

4 These common questions of law and fact set forth above are numerous and substantial and
5 stem from Defendants' policies and/or practices applicable to each individual class member. As
6 such, the common questions predominate over individual questions concerning each individual
7 class member's showing as to their eligibility for recovery or as to the amount of their damages.

8 25. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
10 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
11 Plaintiff, like the members of the Classes, was not paid all minimum, reporting time, and overtime
12 wages owed due to Defendants' timekeeping and payroll policies/practices, not provided all
13 required meal periods, not authorized and permitted all rest periods, did not receive premium pay
14 for non-compliant meal and rest periods, not reimbursed for all necessary business expenses, not
15 paid all reporting time wages due, not paid all final wages upon separation of employment, where
16 charged unlawful fees to obtain his employment records, and not provided with accurate, compliant,
17 itemized wage statements.

18 26. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
19 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
20 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
21 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
22 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
23 members of the Classes.

24 27. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
25 public interest in establishing minimum working conditions and standards in California. These laws
26 and labor standards protect the average working employee from exploitation by employers who
27 have the responsibility to follow the laws and who may seek to take advantage of superior economic
28 and bargaining power in setting onerous terms and conditions of employment. The nature of this

1 action and the format of laws available to Plaintiff and members of the Classes make the class
2 action format a particularly efficient and appropriate procedure to redress the violations alleged
3 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
4 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
5 resources of each individual plaintiff with their vastly superior financial and legal resources.

6 28. Moreover, requiring each member of the Class(es) to pursue an individual remedy
7 would also discourage the assertion of lawful claims by employees who would be disinclined to file
8 an action against their former and/or current employer for real and justifiable fear of retaliation and
9 permanent damages to their careers at subsequent employment. The claims of the individual
10 members of the Class are not sufficiently large to warrant vigorous individual prosecution
11 considering all of the concomitant costs and expenses attending hereto.

12 29. Furthermore, the prosecution of separate actions by the individual class members,
13 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would establish
15 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
16 respect to individual class members which would, as a practical matter, be dispositive of the interest
17 of the other class members not parties to adjudications or which would substantially impair or
18 impede the ability of the class members to protect their interests. As such, the Classes identified
19 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(Against All Defendants)**

23 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
24 fully set forth herein.

25 31. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
26 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
27 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
28 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with

1 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
2 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
3 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
4 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
5 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
6 Wage Order 5.

7 32. Labor Code § 1198 makes unlawful the employment of an employee under
8 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
9 employer who has failed to pay its employees the legal minimum wage is liable to pay those
10 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
11 equal to the wages due and interest thereon.

12 33. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
13 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
14 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
15 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
16 3289.

17 **SECOND CAUSE OF ACTION**
18 **OVERTIME WAGE VIOLATIONS**
19 **(Against All Defendants)**

20 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 35. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
23 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
24 and compensation for all overtime hours worked and provide a private right of action for the failure
25 to pay all overtime compensation for overtime work performed.

26 36. At all times relevant herein, Defendants were required to properly compensate non-
27 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
28 worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer

1 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
2 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
3 Class to work overtime hours but failed to compensate these employees for all overtime hours
4 actually worked.

5 37. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
6 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
7 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
8 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
9 3287 and 3289.

10 **THIRD CAUSE OF ACTION**
11 **MEAL PERIOD VIOLATIONS**
12 **(Against All Defendants)**

13 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 in their affirmative obligation to provide all of their non-exempt employees in California, including
17 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
18 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

19 40. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
20 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
21 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

22 41. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
23 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
24 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
25 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(Against All Defendants)**

4 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 43. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
7 employees to be provided with a rest period of at least 10 minutes for each four-hour period
8 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
9 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
10 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
11 an additional hour of pay at their respective regular rate for the rest periods that they failed to
12 authorize and permit them to take, as required by Labor Code § 226.7.

13 44. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
14 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
15 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
16 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
17 3287 and 3289.

18 **FIFTH CAUSE OF ACTION**

19 **REPORTING TIME PAY**

20 **(Against All Defendants)**

21 45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 46. The applicable Industrial Wage Orders, including Wage Order 4-2001, § 5 provides:
24 "(A) Each workday an employee is required to report for work and does report, but is not put to
25 work or is furnished less than half said employee's usual or scheduled day's work, the employee
26 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours
27 nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the
28 minimum wage. (B) If an employee is required to report for work a second time in any one

1 workday and is furnished less than two hours of work on the second reporting, said employee shall
2 be paid for two hours at the employee's regular rate of pay, which shall not be less than the
3 minimum wage."

4 47. During the relevant time period, Defendants improperly calculated the reporting time
5 rate of pay owed to Plaintiff and other non-exempt employees by failing to incorporate multiple
6 rates of pay and/or all non-discretionary remuneration, including bonuses and the value of
7 discounted apartment housing, into the reporting time pay rate calculation.

8 48. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
9 Reporting Time Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs
10 of suit.

11 **SIXTH CAUSE OF ACTION**
12 **WAGE STATEMENT PENALTIES**
13 **(Against All Defendants)**

14 49. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and members of the Wage Statement Class with accurate and complete, itemized wage statements
19 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
20 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
21 period, and/or the correct name and address of the legal entity that is the employer in violation of
22 Labor Code § 226.

23 51. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
24 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
25 to, among other things, the non-payment of minimum, reporting time, and overtime wages and meal
26 and rest period premium wages owed and deprived them of the information necessary to identify the
27 discrepancies in Defendants' reported payroll data.

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1 52. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys' fees, and costs of suit according to California Labor Code § 226.

4 **SEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 53. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 54. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
10 employer to pay all wages immediately at the time of separation of employment in the event the
11 employer discharges the employee or the employee provides at least 72 hours of notice of their
12 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
13 said employee's wages become due and payable not later than 72 hours upon said employee's last
14 date of employment.

15 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
17 separation from employment, including unpaid minimum, reporting time, and overtime wages as
18 well as unpaid meal and rest period premium wages.

19 56. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
21 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
22 the requirements of Labor Code §§ 201-202.

23 57. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in continued payment of
26 daily wages up to thirty days from the time the wages were due.

27 58. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
28 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §

1 203.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(Against All Defendants)**

5 59. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 60. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
8 states that "an employer shall indemnify his or her employees for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
10 or obedience to the directions of the employer."

11 61. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
12 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
13 performance of their job duties.

14 62. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
15 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
16 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

17 **NINTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE §§ 226(b)-(c)**

19 **(Against All Defendants)**

20 63. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as
21 though fully set forth herein.

22 64. Labor Code § 226(f) provides: "A failure by an employer to permit a current or
23 former employee to inspect or receive a copy of records within the time set forth in subdivision (c)
24 entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-
25 fifty-dollar (\$750) penalty from the employer."

26 65. Labor Code § 226(h) provides: "An employee may also bring an action for
27 injunctive relief to ensure compliance with this section, and is entitled to an award of costs and
28 reasonable attorney's fees."

1 66. As a consequence of Walmart's violation of Labor Code § 226(b) and (c), Plaintiff
2 and members of the Class seeks recovery of statutory penalties, injunctive relief, attorneys' fees,
3 and costs of suit.

4 **TENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(Against All Defendants)**

7 67. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 68. Defendants have engaged and continue to engage in unfair and/or unlawful business
10 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 11 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
12 wages due;
- 13 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 14 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
15 periods to which they are entitled, and failing to pay them all meal period premium
16 wages due;
- 17 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
18 periods to which they are entitled, and failing to pay them all rest period premium
19 wages due;
- 20 e. failing to pay all reporting time wages due to Plaintiff and members of the Reporting
21 Time Class;
- 22 f. failing to reimburse all necessary business expenses to Plaintiff and members of the
23 Expense Reimbursement Class;
- 24 g. charging unlawful fees to Plaintiff and mamebers of the Employment Record Class;
- 25 h. failing to issue accurate and itemized wage statements to Plaintiff and members of
26 the Wage Statement Class; and
- 27 i. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
28 Penalty Class.

69. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

70. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

71. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

72. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

73. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to

1 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
2 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
3 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
4 Code for which no civil penalty is specifically provided, based on the following Labor Code
5 violations:

- 6 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
7 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 8 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
9 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 10 c. Failing to provide all legally required meal periods, and failure to pay meal period
11 premium wages, to Aggrieved Employees at the regular rate of compensation in
12 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 13 d. Failing to authorize and permit all legally required rest periods, and failure to pay
14 rest period premium wages, to Aggrieved Employees at the regular rate of
15 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 16 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
17 statements in violation of Labor Code § 226;
- 18 f. Failing to timely pay all final wages and compensation earned by Aggrieved
19 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 20 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
21 violation of Labor Code § 2802;
- 22 h. Failing to pay Aggrieved Employees all reporting time wages due in violation of
23 Labor Code § 1198;
- 24 i. Violating Labor Code § 1182.8;
- 25 j. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
26 Code § 246;
- 27 k. Charging Aggrieved Employees unlawful fees in violation of Labor Code §§ 226(b)-
28 (c) and 432;

1. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

m. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

74. On or about September 24, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

75. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

1 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
2 pursuant to Labor Code §§ 226.7, 516, and 558;

3 8. Upon the Fifth Cause of Action, for unpaid reporting time wages pursuant to Wage
4 Order 5, § 5;

5 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
6 226;

7 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code §
8 203;

9 11. Upon the Eighth Cause of Action, for unreimbursed business expenses according to
10 proof pursuant to Labor Code § 2802;

11 12. Upon the Ninth Cause of Action, for statutory penalties, injunctive relief, attorneys'
12 fees, and costs of suit;

13 13. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the
14 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
15 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
16 *seq.*;

17 14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other
18 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§
19 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
20 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
21 violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus
22 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
23 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
24 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
25 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each
26 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
27 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
28 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and

1 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
2 Code for which no civil penalty is specifically provided;

3 15. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
4 and Civil Code §§ 3287 and 3289;

5 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
6 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

7 17. For such other and further relief, the Court may deem just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial by jury on all claims.

10
11 DATED: December 2, 2025

JUSTICE FOR WORKERS, P.C.

12
13 By: 

14 William C. Sung

15 Tiffany L. Luu

16 Joseph C. Ramli

17 Attorneys for Plaintiff JOSEPH MANZO
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