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VICTOR A. MONROY MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO
(UNLIMITED JURISDICTION)

VICTOR A. MONROY MARTINEZ, as an
“aggrieved employee” on behalf of himself and
other similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

SANITATION PROCESS CONTROL LLC;
GONZALO DE LA CRUZ; and DOES 1 to 25,
inclusive,

Defendants.

Case No. CU25-11784

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

ELECTRONICALLY FILED
Superior Court of California,
County of Solano
12/17/2025 at 01:13:48 PM
By: J. Abueg, Deputy Clerk

1 Plaintiff, VICTOR A. MONROY MARTINEZ (hereafter “Plaintiff”), on behalf of
2 himself, the State of California, and the other Aggrieved Employees, complains and alleges as
3 follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this representative action under the Labor Code Private Attorneys
6 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
7 Labor Code and Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”),
8 against Defendants SANITATION PROCESS CONTROL LLC, GONZALO DE LA CRUZ, and
9 DOES 1 to 25, inclusive (collectively “SANITATION PROCESS CONTROL” or “Defendants”).

10 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
11 him, the State of California, and the Aggrieved Employees (defined below), for civil penalties
12 and other related relief. These claims are based on Defendants’ failures to: 1) pay all wages,
13 including minimum, regular, overtime, and doubletime wages earned for all hours worked at the
14 correct rates of pay; 2) provide meal periods or pay correctly-calculated premium wages in lieu
15 thereof; 3) authorize and permit rest periods or pay correctly-calculated premium wages in lieu
16 thereof; 4) indemnify for business expenses; 5) issue only accurate and complete itemized wage
17 statements; 6) timely pay wages during employment; 7) timely pay wages upon separation from
18 employment; and 8) maintain accurate employment records. Accordingly, Plaintiff now seeks to
19 recover civil penalties and related relief through this representative action.

20 **JURISDICTION AND VENUE**

21 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
22 the County of Solano in this judicial district because Defendants SANITATION PROCESS
23 CONTROL LLC, GONZALO DE LA CRUZ, and DOES 1 to 25, inclusive do business in Solano
24 and because Defendants’ obligations and liabilities arise therein, and because the work that was
25 performed by Plaintiff and the Aggrieved Employees in Solano is the subject of this action.

26 **THE PARTIES**

27 4. Plaintiff VICTOR A. MONROY MARTINEZ is resident of Dixon, California.

28 5. Defendant SANITATION PROCESS CONTROL LLC is a limited liability

1 company that at all relevant times mentioned herein conducted and continues to conduct
2 substantial business in California. As such, it is a citizen of California based on Plaintiff's
3 information and belief.

4 6. Defendant GONZALO DE LA CRUZ is a citizen of California based on Plaintiff's
5 information and belief. In relevant part, Labor Code section 558.1 states:

6 (a) Any employer or other person acting on behalf of an employer, who violates, or causes
7 to be violated, any provision regulating minimum wages or hours and days of work in
8 any order of the Industrial Welfare Commission, or violates, or causes to be violated,
9 Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
10 such violation.

11 7. Based on Plaintiff's information and belief, Defendant GONZALO DE LA CRUZ
12 is a natural person, and an owner, director, officer, and/or managing agent of SANITATION
13 PROCESS CONTROL LLC, who directly or indirectly, or through his agent, employed or
14 exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved
15 Employees (defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for
16 his violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194,
17 and 2802 pursuant to Labor Code section 558.1.

18 8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
19 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
20 is informed and believes and thereon alleges that said Defendants are legally responsible for the
21 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
22 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
23 when ascertained.

24 9. The "Aggrieved Employees" are all individuals the Defendants have employed in
25 California as hourly, non-exempt employees, during the period beginning one year before the
26 Plaintiff's notice of October 9, 2025 to the California Labor and Workforce Development Agency
27 ("LWDA") and ending on the date judgment is entered (the "PAGA Period").

28 10. Plaintiff is informed and believes and thereon alleges that, at all relevant times
herein, all Defendants were the agents, employees and/or servants, masters or employers of the
remaining defendants, and in doing the things hereinafter alleged, were acting within the course

1 and scope of such agency or employment, and with the approval and ratification of each of the
2 other Defendants.

3 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
4 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
5 of a practice which resulted in Defendants not paying Plaintiff and the other Aggrieved
6 Employees in accordance with applicable California labor laws as alleged herein.

7 12. Plaintiff is informed and believes and thereon alleges that each and every one of
8 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
9 each acting as agents and/or employees, and/or under the direction and control of each of the other
10 defendants, and that said acts and failures to act were within the course and scope of said agency,
11 employment, and/or direction and control.

12 **FACTUAL ALLEGATIONS**

13
14 13. The Wage Order applies to “all persons employed in professional, technical,
15 clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or
16 other basis[.]” § 1. At all relevant times, SANITATION PROCESS CONTROL provided
17 sanitation services. Accordingly, Plaintiff and the Aggrieved Employees are entitled to the
18 protections provided under the Wage Order.

19 14. SANITATION PROCESS CONTROL is in the business of providing sanitation
20 services to food processing facilities. SANITATION PROCESS CONTROL first began to
21 employ Plaintiff on or around November 2024 as a maintenance worker at Superior Farms located
22 at 6621 Midway Rd, Dixon, CA 95620. Plaintiff job tasks included disinfecting and sanitizing.
23 Plaintiff generally worked 5 days a week from approximately 9:30 p.m. to 6:00 a.m. Plaintiff’s
24 employment ended on or around September 2025.

25 15. At all relevant times, SANITATION PROCESS CONTROL issued wages to
26 Plaintiff and all of the other Aggrieved Employees on a weekly basis and paid them by the hour.
27 At all relevant times, SANITATION PROCESS CONTROL classified Plaintiff and all of the
28 other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor

1 Code and the Wage Order. Plaintiff's latest rate of pay was \$18.00/hour.

2 16. SANITATION PROCESS CONTROL failed to pay Plaintiff and the other
3 Aggrieved Employees for all time worked or subject to its control. From approximately
4 November 2024 to April or May 2025, management instructed Plaintiff to work on Sundays.
5 Plaintiff was directed to report to work and begin working at 9:00 p.m., but was instructed to
6 clock in at 12:00 a.m. He typically worked until around 6:00 a.m., yet was compensated for only
7 about 5 to 5.5 hours of work for these shifts. Furthermore, to the extent employees such as Plaintiff
8 and others worked through their meal periods while "off the clock", and those meal periods were
9 interrupted, they were not compensated for that time, which would be akin to a minimum wage
10 violation.

11 17. Due to the above "off the clock" violations, SANITATION PROCESS
12 CONTROL failed to pay Plaintiff and the Aggrieved Employees properly-calculated overtime
13 wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work
14 as described above, entitled them to overtime, however, it was not company policy to keep
15 accurate track of all hours worked and to pay employees the accurate amount of overtime,
16 especially since the "off the clock" work was not factored into the equation. Furthermore, any
17 non-discretionary incentive pay were not factored into employees' regular rate of pay for purposes
18 of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
19 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood*
20 *Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

21 18. SANITATION PROCESS CONTROL failed to authorize and permit Plaintiff and
22 the other Aggrieved Employees with 10-minute rest periods for every four hours of work, or
23 majority portion thereof, throughout their employment. SANITATION PROCESS CONTROL
24 did not completely relieve Plaintiff and others of all duty during said rest periods. During his
25 employment, Plaintiff was not provided with his two legally mandated 10-minute rest breaks.
26 Instead, SANITATION PROCESS CONTROL unlawfully combined Plaintiff's rest periods –
27 and those of other Aggrieved Employees – with their meal periods. SANITATION PROCESS
28 CONTROL did not pay to Plaintiff and others one additional hour of pay at their regular rate of

1 compensation for each workday that one or more statutory rest periods was not provided. It is
2 important to note that SANITATION PROCESS CONTROL did not allow Plaintiff and the
3 Aggrieved Employees to leave the premises during their rest or meal periods.

4 19. SANITATION PROCESS CONTROL failed to provide Plaintiff and the other
5 Aggrieved Employees the requisite 30-minute, timely, uninterrupted meal periods for every five
6 (5) hours of work throughout their employment. SANITATION PROCESS CONTROL did not
7 completely relieve Plaintiff and other employees of all duty during said meal periods.
8 Management, including Hector Loza, instructed Plaintiff and other employees to clock out for
9 their meal periods to create the appearance of timely meal breaks, but instructed Plaintiff and the
10 others to take their meal breaks much later in the day. Moreover, even when Plaintiff and other
11 Aggrieved Employees were on their meal breaks, management, including Hector Loza, would
12 routinely interrupt them and rush them to finish eating early. SANITATION PROCESS
13 CONTROL did not pay to Plaintiff and its hourly, non-exempt employees one additional hour of
14 pay at their regular rate of compensation for each workday that one or more statutory meal periods
15 was not provided. To the extent that SANITATION PROCESS CONTROL argues that
16 employees receive meal break premium pay for missed meal periods, that argument is
17 inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations
18 themselves, irrespective of whether an employee received the premium payment for a missed,
19 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,
20 “section 226.7 does not give employers a lawful choice between providing either meal and rest
21 breaks or an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th
22 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the
23 employer has still committed a violation even if the remedy for the violation has been paid. See
24 *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). Moreover, any meal
25 or rest break premiums paid were not compensated at the weighted average regular rate, inclusive
26 of bonuses and/or incentive payments as well as overtime compensation.

27 20. SANITATION PROCESS CONTROL failed to reimburse Plaintiff and the other
28 Aggrieved Employees for business expenses they incurred in direct consequence of the discharge

1 of their duties. SANITATION PROCESS CONTROL required Plaintiff to purchase certain hose
2 supplies, and uniform items, such as work boots, as well as use his personal mobile phone to
3 communicate with management concerning work matters and scheduling. SANITATION
4 PROCESS CONTROL did not reimburse Plaintiff for these supply, uniform, and mobile phone
5 expenses. Accordingly, SANITATION PROCESS CONTROL was in violation of California
6 Labor Code sections 2800 and 2802.

7 21. SANITATION PROCESS CONTROL failed to pay its employees all wages due
8 to them within any time period specified by California Labor Code section 204, including the
9 minimum wages and overtime as described above as well as meal/rest break premiums.

10 22. SANITATION PROCESS CONTROL did not provide Plaintiff and the other
11 Aggrieved Employees accurate, itemized wage statements. Wage statements must include all
12 hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and
13 correct address of employer entity, gross wages earned, all deductions, net wages earned,
14 reimbursement for business expenses, the correct start and end of the applicable pay period, the
15 employee ID numbers or social security numbers, among other items. Labor Code § 226(a)(2).
16 SANITATION PROCESS CONTROL issued wage statements that inaccurately reflected total
17 hours worked, gross and net wages earned, and the number of hours worked at each hourly rate
18 because of SANITATION PROCESS CONTROL's failure to properly pay wages as explained
19 herein. Labor Code §§ 226(a)(1), (2), (5), (9). SANITATION PROCESS CONTROL's failure to
20 maintain accurate records as to the hours worked daily by employees also constitutes a violation
21 of Labor Code section 1174(d).

22 23. Finally, because SANITATION PROCESS CONTROL did not properly pay all
23 wages earned as explained herein, SANITATION PROCESS CONTROL also failed to pay final
24 wages owed to Plaintiff and the other Aggrieved Employees in violation of Labor Code section
25 203. These earned but unpaid wages include minimum wages and compensation for all hours
26 worked, overtime compensation, premium pay for missed meal and rest breaks, and business
27 expense reimbursement, among others.

28 24. SANITATION PROCESS CONTROL has also violated Labor Code section 558

1 and engaged in business practices which violate Business and Professions Code Section 17200.

2 25. Accordingly, Plaintiff now seeks civil penalties on behalf of himself and the
3 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code and
4 the Wage Order.

5 **FIRST (AND ONLY) CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(Lab. Code §§ 2698, *et seq.*)**

8 **(By Plaintiff, on behalf of himself and the other Aggrieved Employees, against all**
9 **Defendants)**

10 26. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 27. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
12 exempt employees entitled to the protections of both the Labor Code and the Wage Order.

13 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
14 **THE CORRECT RATES OF PAY**

15 28. Section 2(L) of the Wage Order defines "hours worked" as "the time during which
16 an employee is subject to the control of an employer, and includes all the time the employee is
17 suffered or permitted to work, whether or not required to do so."

18 29. Section 3 of the Wage Order states:

19 The following overtime provisions are applicable to employees 18 years of age or
20 over and to employees 16 or 17 years of age who are not required by law to attend
21 school and are not otherwise prohibited by law from engaging in the subject work.
22 Such employees shall not be employed more than eight (8) hours in any workday
23 or more than 40 in a workweek unless the employee receives one and one half
(1½) times such employee's regular rate of pay for all hours worked over 40 hours
24 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment
25 beyond eight (8) hours in any workday or more than six (6) days in any workweek
26 is permissible provided the employee is compensated for such overtime at not less
27 than:

28 (a) One and one-half (1½) times the employee's regular rate of pay for all
hours worked in excess of eight (8) hours up to and including twelve (12)
hours in any workday, and for the first eight (8) hours worked on the
seventh (7th) consecutive day of work in a workweek;

(b) Double the employee's regular rate of pay for all hours worked in excess
of 12 hours in any workday and for all hours worked in excess of eight (8)
hours on the seventh (7th) consecutive day of work in a workweek.

1 (c) The overtime rate of compensation required to be paid to a nonexempt
2 full-time salaried employee shall be computed by using the employee's
3 regular hourly salary as one fortieth (1/40) of the employee's weekly
4 salary.

5 30. Section 4 of the Wage Order requires an employer to pay non-exempt employees
6 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
7 an employer has actual or constructive knowledge that employees are working.

8 31. Labor Code section 510 states:

9 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
10 in one workday and any work in excess of 40 hours in any one workweek and the
11 first eight hours worked on the seventh day of work in any one workweek shall be
12 compensated at the rate of no less than one and one-half times the regular rate of
13 pay for an employee. Any work in excess of 12 hours in one day shall be
14 compensated at the rate of no less than twice the regular rate of pay for an
15 employee. In addition, any work in excess of eight hours on any seventh day of a
16 workweek shall be compensated at the rate of no less than twice the regular rate of
17 pay of an employee. Nothing in this section requires an employer to combine more
18 than one rate of overtime compensation in order to calculate the amount to be paid
19 to an employee for any hour of overtime work.

20 32. Labor Code section 1194 invalidates any agreement between an employer and an
21 employee to work for less than the minimum wage required under the applicable Wage Order.

22 33. Labor Code section 1197 makes it unlawful for an employer to pay an employee
23 less than the minimum wage required under the applicable Wage Order for all hours worked
24 during a payroll period.

25 34. Labor Code section 1198 makes it unlawful for an employer to employ an
26 employee under conditions that violate the Wage Order.

27 35. In conjunction, these provisions of the Labor Code require employers to pay non-
28 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
worked, including unrecorded hours when the employer knew or reasonably should have known
that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

36. At all relevant times during the applicable limitations period, Defendants failed to
compensate Plaintiff and the Aggrieved Employees for all hours worked, including, but not
limited to overtime wages for all overtime hours they worked at the correct rates of pay.

37. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
2 failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked as
3 required by California law.

4 **B. FAILURE TO PROVIDE MEAL PERIODS**

5 38. In relevant part, California Labor Code § 1198 states:

6 The maximum hours of work and the standard conditions of labor fixed by the
7 commission shall be the maximum hours of work and the standard conditions of
8 labor for employees. The employment of any employee for longer hours than those
9 fixed by the order or under conditions of labor prohibited by the order is unlawful.

10 39. In relevant part, In relevant part, California Labor Code § 512 states:

11 An employer shall not employ an employee for a work period of
12 more than five hours per day without providing the employee with
13 a meal period of not less than 30 minutes, except that if the total
14 work period per day of the employee is no more than six hours, the
15 meal period may be waived by mutual consent of both the
16 employer and employee.

17 An employer shall not employ an employee for a work period of
18 more than 10 hours per day without providing the employee with
19 a second meal period of not less than 30 minutes, except that if the
20 total hours worked is no more than 12 hours, the second meal
21 period may be waived by mutual consent of the employer and the
22 employee only if the first meal period was not waived.

23 40. In relevant part, Section 11 of the Wage Order states:

24 Meal Periods:

- 25 (A) No employer shall employ any person for a work period of
26 more than five (5) hours without a meal period of not less than
27 30 minutes, except that when a work period of not more than
28 six (6) hours will complete the day's work the meal period may
be waived by mutual consent of the employer and employee.
Unless the employee is relieved of all duty during a 30 minute
meal period, the meal period shall be considered an "on duty"
meal period and counted as time worked. An "on duty" meal
period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when
by written agreement between the parties an on-the-job paid
meal period is agreed to. The written agreement shall state that
the employee may, in writing, revoke the agreement at any
time.

1 (B) If an employer fails to provide an employee a meal period in
2 accordance with the applicable provisions of this Order, the
3 employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each work day that
5 the meal period is not provided.

6 41. In relevant part, California Labor Code § 226.7 states:

7 (b) An employer shall not require an employee to work during
8 a meal or rest period mandated pursuant to an applicable
9 statute, or applicable regulation, standard, or order of the
10 Industrial Welfare Commission, the Occupational Safety
11 and Health Standards Board, or the Division of
12 Occupational Safety and Health.

13 (c) If an employer fails to provide an employee a meal period
14 or rest period in accordance with a state law, including, but
15 not limited to, an applicable statute or applicable
16 regulation, standard, or order of the Industrial Welfare
17 Commission, the Occupational Safety and Health
18 Standards Board, or the Division of Occupational Safety
19 and Health, the employer shall pay the employee one
20 additional hour of pay at the employee's regular rate of
21 compensation for each work day that the meal or rest
22 period is not provided.

23 42. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
24 Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each
25 day they worked five or more hours. Pursuant to California Labor Code § 512, they were also
26 entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

27 43. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees
28 with all required timely 30-minute meal periods free from any work duties in accordance with the
Wage Order.

44. At all relevant times, Defendants failed to provide Plaintiff and the Aggrieved
Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay
premium wages for days on which they failed to provide Plaintiff and the other Aggrieved
Employees with timely meal periods.

45. Plaintiff is informed and believes and thereon alleges that, at all relevant times
within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
which resulted in Defendants not providing the and the Aggrieved Employees with all off-duty

meal periods required by California law.

C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

46. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

47. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

48. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of

1 compensation for each work day that the meal or rest
2 period is not provided.

3 49. Pursuant to the Wage Order, Plaintiff and the Aggrieved Employees were entitled
4 to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
5 period of work, or major fraction thereof.

6 50. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved
7 Employees to take all 10-minute rest periods free from any work duties in accordance with the
8 Wage Order.

9 51. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
10 Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay
11 premium wages to Plaintiff and the Aggrieved Employees for days on which they failed to
12 authorize and permit Plaintiff and the other Aggrieved Employees to take timely rest periods.

13 52. At all relevant times, due to high workload, Defendants failed to authorize and
14 permit Plaintiff and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every
15 four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest
16 period protections of the Wage Order from the California Division of Labor Standards
17 Enforcement. Moreover, Defendants failed to pay Plaintiff and the Aggrieved Employees
18 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
19 periods every four hours worked or major fraction thereof.

20 53. Plaintiff is informed and believes and thereon alleges that, at all relevant times
21 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
22 which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved
23 Employees to take all rest breaks required by California law.

24 **D. FAILURE TO INDEMNIFY**

25 54. In pertinent part, California Labor Code section 2802(a) states, “An employer shall
26 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
27 consequence of the discharge of his or her duties.”

28 55. Labor Code section 1198 prohibits employers from employing their employees
under conditions prohibited by the Wage Order.

56. At all relevant times during the applicable limitations period, as a condition for
employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain

1 business expenses. These costs include, but are not limited to, supply, uniform, and mobile phone
2 expenses in effectuating their job duties. However, SANITATION PROCESS CONTROL did
3 not reimburse Plaintiff and the others for these business expenses.

4 57. Therefore, Defendants failed to indemnify Plaintiff and the Aggrieved Employees
5 for expenditures incurred as a direct consequence of discharging their duties in violation of
6 California Labor Code sections 2800 and 2802.

7 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants'
9 failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they
10 incurred during the course of performing their duties.

11 **E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
12 **STATEMENTS**

13 59. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
14 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
15 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
16 hourly rates in effect during the pay period; and d) the corresponding number of hours worked at
17 each hourly rate by the employee.

18 60. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
19 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
20 the employer fails to provide accurate and complete information as required by California Labor
21 Code § 226(a) and the employee cannot "promptly and easily determine" from the wage statement
22 alone one or more of the following:

23 A. The amount of the gross wages or net wages paid to the employee during
24 the pay period or any of the other information required to be provided on the itemized wage
25 statement pursuant to California Labor Code § 226(a);

26 B. Which deductions the employer made from gross wages to determine the
27 net wages paid to the employee during the pay period;

28 C. The name and address of the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
and address of the legal entity that secured the services of the employer during the pay period;

D. The name of the employee and only the last four digits of his or his social

1 security number or an employee identification number other than a social security number; and

2 E. The number of piece-rate units earned and the piece rate.

3 61. "Promptly and easily determine," as stated in California Labor Code § 226(e),
4 means a reasonable person would be able to readily ascertain the information without reference
5 to other documents or information.

6 62. As alleged herein, at all relevant times during the applicable limitations period,
7 Defendants violated California Labor Code section 226 because they did not properly and
8 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
9 the corresponding number of hours worked at each rate by the employee and other requirements
10 of California Labor Code section 226. Defendants failed to state in the wage statements they
11 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned,
12 including, but not limited to, regular and overtime wages for work they performed off-the-clock
13 (as described above).

14 63. Defendants' failure to provide Plaintiff and the other Aggrieved Employees with
15 accurate wage statements was knowing and intentional. Defendants had the ability to provide
16 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
17 provided wage statements that Defendants knew were not accurate.

18 64. As a result of being provided with inaccurate wage statements by Defendants,
19 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
20 accurate wage statements were violated and they were misled about the amount of wages they
21 had actually earned and were owed. In addition, the absence of accurate information on their wage
22 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
23 discovery and mathematical computations to determine the amounts of wages owed, has caused
24 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
25 submission of inaccurate information about wages to state and federal government agencies.
26 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
27 statements whether Defendants complied with their obligations under California Labor Code
28 section 226(a).

26 **F. UNTIMELY WAGES DURING EMPLOYMENT**

27 65. Labor Code § 204 states:

28 (a) All wages, other than those mentioned in Section 201,

1 201.3, 202, 204.1, or 204.2, earned by any person in any
2 employment are due and payable twice during each
3 calendar month, on days designated in advance by the
4 employer as the regular paydays. Labor performed
5 between the 1st and 15th days, inclusive, of any calendar
6 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. ...

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

10 (2) An employer is in compliance with the
11 requirements of subdivision (a) of Section 226
12 relating to total hours worked by the employee, if
13 hours worked in excess of the normal work period
14 during the current pay period are itemized as
15 corrections on the paystub for the next regular pay
16 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.

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

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

24 66. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
25 hours worked at the correct rates of pay, including overtime. Defendants failed to provide Plaintiff
26 and the Aggrieved Employees with all meal and rest periods in compliance with California laws.
27 Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages
28 on workdays they failed to provide them with one or more meal or rest periods in compliance

1 with California laws. As a result, Defendants failed to timely pay all earned minimum, overtime,
2 and premium wages due during employment within the time periods set by California Labor Code
3 section 204.

4 **G. UNTIMELY FINAL WAGES**

5 67. Labor Code § 201 provides that all earned and unpaid wages of an employee who
6 is discharged are due and payable immediately at the time of discharge.

7 68. Labor Code § 202 provides that all earned and unpaid wages of an employee who
8 quits after providing at least 72-hours notice before quitting are due and payable at the time of
9 quitting and that all earned and unpaid wages of an employee who quits without providing at least
10 72-hours notice before quitting are due and payable within 72 hours.

11 69. By failing to pay earned minimum and premium wages to Plaintiff and the
12 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
13 violation of Labor Code § 201 or § 202.

14 70. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
15 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
16 willful in that, at all relevant times, Defendants have deliberately maintained policies and
17 practices that violate the requirements of the Labor Code and the Wage Order, even though at all
18 relevant times, they have had the ability to comply with those legal requirements.

19 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

20 71. Labor Code § 1174 states:

21 Every person employing labor in this state shall:

22 ...

23 (c) Keep a record showing the names and addresses of all employees
employed and the ages of all minors.

24 (d) Keep, at a central location in the state or at the plants or establishments
25 at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate
27 units earned by and any applicable piece rate paid to, employees
28 employed at the respective plants or establishments. These records shall
be kept in accordance with rules established for this purpose by the
commission, but in any case shall be kept on file for not less than three
years. An employer shall not prohibit an employee from maintaining a

personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

72. Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

73. Section 7 of the Wage Order states:

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

74. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

75. On information and belief, Defendants have willfully failed to maintain the records required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff

1 and the Aggrieved Employees.

2 76. Accordingly, Plaintiff seeks an award of civil penalties against the Defendants on
3 behalf of himself and all of the other Aggrieved Employees as follows: (1) \$500 for each
4 aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code
5 section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor
6 Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per
7 pay period (penalties set by Labor Code section 2699(f)(2)).

8 **I. CIVIL PENALTIES SOUGHT**

9 77. During the applicable time period, Defendants violated California Labor Code
10 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802 and
11 related Labor Code statutes.

12 78. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
13 behalf of themselves and other current or former employees, to bring a civil action to recover civil
14 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

15 79. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
16 Employees are entitled to recover civil penalties for each of the Defendants' violations of
17 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197,
18 1198, and 2802 during the applicable limitations period in the following amounts:

19 A. For violations of California Labor Code § 204, one hundred dollars
20 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
21 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
22 (penalty amounts established by California Labor Code § 210).

23 B. For violations of California Labor Code § 226, two hundred fifty dollars
24 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
25 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

26 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
27 dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which
28 the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for

1 each pay period for which the employee was underpaid (penalty amounts established by
2 California Labor Code § 558).

3 D. For violations of California Labor Code § 1174, five hundred dollars
4 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
5 by Labor Code § 1174.5).

6 E. For violations of California Labor Code § 1197, one hundred dollars
7 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
8 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
9 (regardless of whether the initial violations were intentionally committed) (penalty amounts
10 established by California Labor Code § 1197.1).

11 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
12 246.51194, 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay
13 period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee
14 per pay period for each subsequent violation (penalty amounts established by California Labor
15 Code § 2699(f)(2)).

16 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

17 80. Plaintiff has complied with the procedures for bringing suit specified in California
18 Labor Code § 2699.3. By letter dated October 9, 2025, Plaintiff gave written notice by certified
19 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
20 provisions of the California Labor Code alleged to have been violated, including the facts and
21 theories to support the alleged violations. The LWDA has failed to take action in response within
22 65 days of Plaintiff’s notice.

23 81. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
24 Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in
25 connection with their claims for civil penalties.

26 **PRAYER FOR RELIEF**

27 82. WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees,
28 prays for relief and judgment against Defendants as follows:

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- A. Civil penalties;
- B. Costs of suit;
- C. Such other relief as the Court deems just and proper.

Respectfully submitted,

MM LAW, APC

Dated: December 17, 2025

By: 
Maralle Messrelian, Esq.
Attorney for Plaintiff,
VICTOR A. MONROY MARTINEZ,
and all others similarly situated