

1 Manny Starr (319778)
manny@frontierlawcenter.com
2 Nicole Clancy (305341)
nicole@frontierlawcenter.com
3 Samara Cidrim (350109)
4 Samara@frontierlawcenter.com
eservice@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6200 Canoga Ave., Suite 470
6 Woodland Hills, CA 91367
7 Telephone: (818) 914-3433
Facsimile: (818) 914-3433

8 Attorneys for Plaintiff ARTURO MARTINEZ,
9 individually and on behalf of all others similarly situated

10 **IN THE SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 ARTURO MARTINEZ, individually and on
13 behalf of all others similarly situated

14 Plaintiff(s),

15 v.

16 PAIZ TACTICAL PROTECTION, INC.; and
17 DOES 1 through 100,

18 Defendant(s).

Electronically FILED by
Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Simon, Deputy Clerk

Case No. **26AVCV00372**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure To Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Violation of California Government Code §12940(j) – Age Harassment
11. Violation of California Government Code § 12940 et seq. – Discrimination based on Age
12. Violation of California Labor Code § 1102.5 – Retaliation
13. Violation of California Labor Code § 1198.5 - Failure to Permit Inspection and Copying of Personnel Records
14. Violation of California Labor Code § 226(b)–(c) - Failure to Permit Inspection and Copying of Payroll/Wage Records

DEMAND FOR JURY TRIAL

1 **RELEVANT PARTIES**

2 1. Plaintiff Arturo Martinez (“Plaintiff”) is an adult resident of Los Angeles County,
3 California, and was at all times relevant residing in Los Angeles County, California.

4 2. Defendant Paiz Tactical Protection, Inc. (“Defendant”) is a California corporation with its
5 principal place of business located in Los Angeles County, California. Defendant is registered to
6 and does conduct business in the State of California and is subject to the laws of the State of
7 California. All acts and omissions of Defendant employees as alleged herein occurred while they
8 were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in Los Angeles County because the acts and omissions that give
19 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
20 business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
23 such conduct within Los Angeles County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff was employed by Defendants from September 2023 through September 2025, in
27 Palmdale and Lancaster, California.

1 8. Plaintiff's job position was Armed Patrol Officer, and he was classified as a non-exempt
2 employee.

3 9. Plaintiff is 52 years old.

4 10. During his employment, Plaintiff repeatedly asked owner Juan Manuel Paiz about a
5 promised supervisor position.

6 11. In or about February 2025, Juan Manuel Paiz told Plaintiff he would make him a supervisor
7 once new accounts came in and instructed him not to tell anyone.

8 12. Plaintiff waited over seven months without receiving the promotion or any update.

9 13. During this waiting period, Defendant promoted multiple newer, younger employees with
10 less experience to supervisor positions.

11 14. When Plaintiff questioned why he was passed over despite his seniority, owner Juan Manuel
12 Paiz stated, "look at you" and "it's because you're old."

13 15. In or about August 2025, Plaintiff complained to HR representative Linda and office
14 manager Luis Fernandez about Defendant's failure to pay proper overtime wages.

15 16. Defendant scheduled Plaintiff to work over 40 hours per week and up to eight consecutive
16 days without paying overtime premiums for hours worked beyond 40 hours per week or for the
17 seventh consecutive workday in a week.

18 17. On or about August 22, 2025, owner Juan Manuel Paiz and office manager Luis Fernandez
19 summoned Plaintiff to the office and presented him with a written disciplinary action for clocking in
20 on his personal phone shortly before arriving at the office.

21 18. When Plaintiff attempted to explain that all other guards engaged in the same conduct,
22 Defendant refused to listen and rushed him out of the office.

23 19. Plaintiff later learned he was one of only two employees to receive a written warning for this
24 conduct, while all other guards received only verbal warnings for the identical violation.

25 20. Throughout Plaintiff's employment, Defendant failed to authorize and permit Plaintiff to
26 take proper meal breaks.

1 21. Dispatch interrupted Plaintiff's 30-minute meal breaks with emergency calls requiring him to
2 respond to incidents three to four times per week, sometimes causing him to lose 20 minutes of his
3 break without receiving make-up time or premium pay.

4 22. Defendant also failed to authorize and permit proper rest breaks, providing them only twice
5 per week instead of the required break for every four hours worked.

6 23. Despite not being provided with compliant meal and rest breaks, Defendant did not pay
7 premium pay for these missed breaks at Plaintiff's regular rate of pay.

8 24. Additionally, Defendant failed to pay proper overtime premiums for all hours worked over
9 40 per week and for seven consecutive workdays.

10 25. Defendant required Plaintiff to purchase mandatory uniforms and equipment out of his own
11 pocket without reimbursement.

12 26. In September 2025, Plaintiff resigned after being left in limbo regarding his employment
13 status and future with the company.

14 27. Defendants failed to provide Plaintiff with accurate wage statements because the wage
15 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
16 other things.

17 28. Defendant failed to pay Plaintiff's final wages immediately upon his resignation, instead
18 mailing his final paycheck seven to eight days after his separation.

19 29. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
20 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
21 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

22 **PAGA ALLEGATIONS**

23 30. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
24 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures outlined in Labor Code section 2699.3.

31. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

32. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

33. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

34. On December 22, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

35. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

36. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to December 22, 2025, through final disposition of this action."

EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS

37. On March 12, 2026, prior to initiating this complaint, Plaintiff filed with the California Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and Retaliation against Defendant. On March 12, 2026, the CCRD issued a Notice of Case Closure and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in order to enforce their rights under FEHA.

1 38. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
2 prerequisite to filing this action.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Compliant Meal Periods**

5 **By Plaintiff Against All Defendants**

6 39. Plaintiff incorporates by reference the paragraphs above.

7 40. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
8 employee for a work period of more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
10 without providing the employee with a second meal period of not less than 30 minutes”.

11 41. An employer provides compliant meal breaks to its employees “if it relieves its employees
12 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
13 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
14 1004, 1040 (2012)).

15 42. Not only must an employer affirmatively relieve its employees of all duty during their meal
16 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
17 (*Brinker*, supra).

18 43. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

19 44. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
20 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
21 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
22 11 Cal. 5th 858 (2021)).

23 45. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
24 break was missed.

25 46. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
26 penalties, attorney fees, and costs.

1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 47. Plaintiff incorporates by reference the paragraphs above.

5 48. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
6 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
7 per four hours or major fraction thereof.

8 49. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
10 5th 257, 269 (2016)).

11 50. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

12 51. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
15 11 Cal. 5th 858 (2021)).

16 52. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
17 break was missed.

18 53. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
19 penalties, attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay for All Hours Worked**

22 **By Plaintiff Against All Defendants**

23 54. Plaintiff incorporates by reference the paragraphs above.

24 55. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
26 40 hours in a workweek.

27 56. Defendants failed to pay Plaintiff for all hours worked as alleged herein.
28

1 57. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 58. Plaintiff incorporates by reference the paragraphs above.

7 59. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 60. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 61. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Reimburse Work-Related Expenses**

16 **By Plaintiff Against All Defendants**

17 62. Plaintiff incorporates by reference the paragraphs above.

18 63. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the
20 employee's discharge of his or her duties.

21 64. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

22 65. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
23 attorney fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Wage Statement Penalties**

26 **By Plaintiff Against All Defendants**

27 66. Plaintiff incorporates by reference the paragraphs above.

1 67. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 68. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 69. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 70. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 71. Plaintiff incorporates by reference the paragraphs above.

16 72. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 73. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 74. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
24 conclusion of employment.

25 75. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 76. Plaintiff incorporates by reference the paragraphs above.

5 77. Defendants' conduct described herein constitutes unfair competition.

6 78. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 79. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 80. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **NINTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 81. Plaintiff incorporates by reference the paragraphs above.

16 82. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
17 violation(s) of the Labor Code.

18 83. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 84. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 85. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
24 the penalties in Labor Code section 2699 apply.

25 86. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
27 sections 1197.1 and 2699 apply.

1 87. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
3 sections 558, 1197.1, and 2699 apply.

4 88. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
6 and 2699 apply.

7 89. With respect to violations of Labor Code section 203 for failure to pay all wages due to
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
9 Labor Code section 2699 apply.

10 90. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
11 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
12 apply.

13 91. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
14 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
15 the manner alleged herein.

16 92. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
17 to Labor Code section 2699(g).

18 **TENTH CAUSE OF ACTION**

19 **Violation of California Government Code §12940(j) – Age Harassment**

20 **By Plaintiff Against All Defendants**

21 93. Plaintiff incorporates by reference the paragraphs above.

22 94. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
23 force and effect and was binding upon Defendants and each of them.

24 95. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
25 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
26 physical disability, mental disability, medical condition" or "sex."

27 96. During their employment with Defendants, Plaintiff was subjected to numerous instances of
28 harassment based on their age (described supra).

1 97. The harassment of Plaintiff was reported and known to Defendants.

2 98. Defendants failed to take immediate and appropriate corrective action.

3 99. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
4 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
5 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
6 symptoms.

7 100. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
8 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
9 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
10 the award of punitive and exemplary damages in an amount to be determined at trial.

11 101. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
13 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

14 **ELEVENTH CAUSE OF ACTION**

15 **Violation of California Government Code § 12940 et seq. – Discrimination based on Age**
16 **By Plaintiff Against All Defendants**

17 102. Plaintiff incorporates by reference the paragraphs above.

18 103. Government Code § 12940(a) prohibits an employer from discriminating against an
19 employee in compensation or in terms, conditions, or privileges of employment because of the
20 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
21 condition" or "sex."

22 104. During their employment with Defendants, Plaintiff was subjected to discrimination based
23 on their age (described supra).

24 105. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
25 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
26 below.

1 **TWELFTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 1102.5 - Retaliation**

3 **By Plaintiff Against All Defendants**

4 106. Plaintiff incorporates by reference the paragraphs above.

5 107. At all relevant times, Labor Code § 1102.5 prohibited employers from retaliating against an
6 employee for disclosing information to a person with authority over the employee, or to another
7 employee who has the authority to investigate, discover, or correct a violation, where the employee
8 has reasonable cause to believe the information discloses a violation of a state or federal statute,
9 rule, or regulation.

10 108. Plaintiff reasonably believed that Defendant was violating California wage and hour laws,
11 including laws governing overtime compensation.

12 109. Plaintiff disclosed this belief and complained about these violations to HR representative
13 Linda and office manager Luis Fernandez.

14 110. After Plaintiff made this complaint, Defendant subjected Plaintiff to adverse employment
15 actions, including issuing a pretextual written disciplinary warning that was not issued to similarly
16 situated employees who engaged in the same conduct.

17 111. A causal connection exists between Plaintiff's protected complaint and the adverse
18 employment action, as the discipline followed shortly after Plaintiff's wage complaint.

19 112. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues
20 to suffer harm, including lost wages, lost benefits, and emotional distress, in an amount to be proven
21 at trial.

22 113. Defendant's conduct was willful, malicious, and oppressive, entitling Plaintiff to an award of
23 punitive damages.

24 **THIRTEENTH CAUSE OF ACTION**

25 **Violation of California Labor Code § 1198.5 - Failure to Permit Inspection and Copying of**

26 **Personnel Records**

27 **By Plaintiff Against All Defendants**

28 114. Plaintiff re-alleges the foregoing paragraphs.

1 115. Plaintiff, through counsel, made a written request to Defendants on October 16, 2025, for
2 personnel records, expressly invoking Labor Code § 1198.5's rights "to inspect and
3 copy...personnel files within the time periods set forth in [the] statute," and specifically seeking "all
4 documentation contained in [Plaintiff's] personnel file." A signed Authorization
5 and Consent accompanied the request, authorizing release to counsel.

6 116. Defendants did not make Plaintiff's personnel records available for inspection and did not
7 provide copies within 30 calendar days of the request (or within any mutually-agreed extension),
8 and/or failed to maintain such records as required.

9 117. As a direct and proximate result of Defendants' violations of § 1198.5, Plaintiff is entitled
10 to: (a) the statutory \$750 penalty, (b) injunctive relief compelling production and compliance, and
11 (c) costs and reasonable attorney's fees.

12 **FOURTEENTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 226(b)–(c) - Failure to Permit Inspection and Copying of**
14 **Payroll/Wage Records**
15 **By Plaintiff Against All Defendants**

16 118. Plaintiff re-alleges the foregoing paragraphs.

17 119. Plaintiff, through counsel, requested payroll and wage records from Defendants on October
18 16, 2025, including "a complete copy of all timecards, payroll documentation, [and] wage
19 statements," expressly asserting the statutory right "to inspect and copy payroll...files within the
20 time periods set forth" in Labor Code § 226. A signed Authorization and Consent accompanied the
21 request, authorizing release to counsel.

22 120. Defendants failed to permit inspection and/or provide copies within 21 calendar days of that
23 request, in violation of Labor Code § 226(b)–(c).

24 121. As a direct and proximate result of Defendants' violations of § 226(b)–(c), Plaintiff is
25 entitled to: (a) the statutory \$750 penalty, (b) injunctive relief compelling production and
26 compliance, and (c) costs and reasonable attorney's fees.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 **First - Second Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **Third Cause of Action**

- 10 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
11 2. Liquidated damages
12 3. Interest
13 4. Attorneys' fees
14 5. Costs
15 6. Other relief the court deems proper

16 **Fourth Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Fifth Cause of Action**

- 23 1. Reimbursement of all work-related expenses
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 **Sixth Cause of Action**

- 28 1. Penalties pursuant to Labor Code section 226

2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Seventh Cause of Action

1. Penalties pursuant to Labor Code section 203
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Eighth Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Ninth Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Tenth - Twelfth Cause of Action

1. Compensatory damages
2. Punitive damages
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Thirteenth Cause of Action:

1. \$750 statutory penalty under Labor Code § 1198.5;

1 2. Injunctive relief compelling immediate production of all personnel-file
2 documents requested;

3 3. Costs and reasonable attorney's fees pursuant to § 1198.5; and

4 4. Any further relief the Court deems just and proper.

5 Fourteenth Cause of Action:

6 1. \$750 statutory penalty under Labor Code § 226;

7 2. Injunctive relief compelling immediate production of all timecards, payroll documentation,
8 and wage statements requested;

9 3. Costs and reasonable attorney's fees pursuant to § 226; and

10 4. Any further relief the Court deems just and proper.

11
12
13 DATED: March 12, 2026

FRONTIER LAW CENTER

Samara Cidrim

SAMARA CIDRIM

Attorney for Plaintiff

ARTURO MARTINEZ,
individually and on behalf of all
others similarly situated

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: March 12, 2026

FRONTIER LAW CENTER

Samara Cidrim

SAMARA CIDRIM
Attorney for Plaintiff
ARTURO MARTINEZ,
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