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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JORGE ALBERTO DIAZ MARTINEZ, as an
individual, on behalf of himself and all
Aggrieved Employees in the State of
California,

Plaintiff,

v.

SPEAR MANAGEMENT COMPANY, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/17/2026 11:09 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Cwikla, Deputy Clerk

Case No.: **26ST CV 04955**
Unlimited Civil-
Amount Demanded Exceeds \$25,000.00

CLASS ACTION COMPLAINT

[Cal. Code Civ. Proc § 382]

1. Failure to Pay Minimum, Regular, and Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Reimburse Necessary Business Expenses;
5. Failure to Issue Accurate Itemized Wage Statements;
6. Failure to Timely Pay All Wages Upon Termination of Employment;
7. Violation of Business & Professions Code § 17200, *et seq.*;

INDIVIDUAL ACTION:

8. Retaliation;
9. Wrongful Termination in Violation of Public Policy; and

REPRESENTATIVE ACTION FOR PAGA PENALTIES

[Labor Code § 2698, *et seq.*]

10. Representative Claims Under the Private Attorneys General Act.

-JURY TRIAL DEMANDED-

1 Plaintiff JORGE ALBERTO DIAZ MARTINEZ ("Plaintiff"), individually and on behalf of all
2 other similarly situated and/or Aggrieved Employees of SPEAR MANAGEMENT COMPANY, And
3 DOES 1 through 50, inclusive, (collectively "Defendant") alleges as follows:

4 I. INTRODUCTION

5 1. Plaintiff brings this putative class action on behalf of himself and all current and former
6 similarly-situated employees who were employed by Defendant in the State of California as hourly non-
7 exempt employees during the relevant time periods.

8 3. Plaintiff also brings this representative enforcement action under the Private Attorneys
9 General Act of 2004, codified in California Labor Code §§ 2698 et seq., ("PAGA") on behalf of himself
10 and all other current or former non-exempt employees of Defendant in California who suffered at least
11 one of the Labor Code violations alleged herein within the applicable statute of limitations up to the time
12 this action is brought to trial (referred to herein collectively as "Aggrieved Employees").

13 4. Plaintiff also brings this individual action for retaliation in violation of California Labor
14 Code §§ 98.6 and 1102.5, and wrongful termination in violation of public policy. This action arises out
15 of events that occurred during Plaintiff's employment with Defendant.

16 5. Defendants engaged in a systematic pattern of wage and hour violations under California
17 law, including the Labor Code and rules promulgated by the IWC Wage Orders, including, but not limited
18 to:

- 19 a. Failing to timely compensate for all hours actually worked, including minimum,
20 regular, and overtime wages;
- 21 b. Failing to provide the opportunity to take legally compliant meal periods and/or
22 timely pay premium wages in lieu thereof;
- 23 c. Failing to authorize and permit legally compliant rest periods and/or timely pay
24 premium wages in lieu thereof;
- 25 d. Failing to reimburse for necessary business expenses;
- 26 e. Failing to furnish accurate itemized wage statements;

- f. Failing to maintain accurate records;
- g. Failure to timely pay all wages due upon separation of employment;
- h. Engaging in unlawful, unfair and/or fraudulent business practices; and
- i. Engaging in unlawful retaliation

6. By and through this action, Plaintiff seeks to recover all available remedies, including, but not limited to, damages, restitution, statutory penalties, civil penalties, and injunctive relief, as well as attorneys' fees and litigation costs, as provided under California law.

7. Prior to this action, Plaintiff complied with the requirements of the PAGA by serving written notice of the alleged Labor Code violations upon the California Labor and Workforce Development Agency ("LWDA") and Defendant on or about December 10, 2025. The LWDA has not notified Plaintiff of its intent to investigate the alleged violations.

II. PARTIES

A. PLAINTIFF

8. Plaintiff JORGE ALBERTO DIAZ MARTINEZ is a natural person who is, and at all times relevant to this action was, a resident of the County of Los Angeles, California.

9. Plaintiff was employed by Defendant SPEAR MANAGEMENT COMPANY in California from approximately October 2013 until about December 21, 2024, as a Security Officer.

10. Plaintiff performed work for Defendant in Los Angeles County, California, specifically at an East Los Angeles factory location.

11. At all relevant times, Plaintiff was classified by Defendant as a non-exempt, hourly-paid employee for purposes of the California Labor Code and the applicable IWC Wage Orders.

12. Plaintiff regularly worked approximately thirty-seven hours per week. Plaintiff was typically scheduled to work Wednesday through Friday from 5:00 p.m. to 12:00 a.m., and on Saturdays and Sundays from 2:00 p.m. to 10:00 p.m.

13. Plaintiff was not timely compensated for all hours worked, including minimum, regular, and/or overtime wages for time he was required to work off-the-clock, including time spent performing mandatory pre-shift and post-shift duties such as shift handoffs and debriefings with other security

guards.

14. Plaintiff was not provided with legally compliant meal periods and/or was not timely paid premium wages in lieu thereof.

15. Plaintiff was not authorized and permitted to take legally compliant rest periods and/or was not timely paid premium wages in lieu thereof.

16. Plaintiff was not reimbursed for all necessary business-related expenses he incurred in the discharge of his job duties, including for the use of his personal cell phone for work purposes.

17. Plaintiff was not timely paid all wages due and owing at the time of his separation from employment.

18. Plaintiff was not furnished with accurate, itemized wage statements that complied with California Labor Code § 226.

19. Plaintiff contends that his employee payroll and timekeeping records were not accurately maintained by Defendant.

20. Plaintiff was subject to Defendant's unlawful, unfair, and fraudulent business practices.

21. Plaintiff was retaliated against in violation of California Labor Code §§ 98.6 and 1102.5 for making wage-related inquiries and for disclosing information he reasonably believed constituted violations of state law.

22. Plaintiff was wrongfully terminated in violation of public policy.

23. Plaintiff is a member of the class defined herein.

24. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c).

25. Plaintiff has complied with, or will have complied with, all prerequisites to filing suit under California Labor Code §§ 2698, et seq.

B. DEFENDANTS

26. Defendant SPEAR MANAGEMENT COMPANY is a California corporation, which at all relevant times was authorized to do business and was doing business in the State of California, including in Los Angeles County.

27. At all relevant times, Defendant employed Plaintiff and, upon information and belief, the

other similarly situated and/or Aggrieved Employees, and exercised control over their wages, hours, and working conditions, and suffered or permitted them to work.

28. On information and belief, at all relevant times, Defendant employed in excess of five (5) employees.

29. Defendants Does 1 through 50, inclusive, are sued under fictitious names pursuant to Code of Civil Procedure § 474. Each fictitiously named Defendant participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as Does 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of the fictitious Defendants, if and when their true names and capacities are ascertained.

30. Plaintiff is informed and believes, and on that basis alleges, that each fictitious Defendant has participated in the acts and/or omissions alleged in this Complaint.

31. At all times mentioned herein, each named Defendant, including each fictitiously named Defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of the other Defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego, and/or in furtherance of the joint venture.

32. At all times mentioned herein, the acts and/or omissions of each of the named Defendants, including each fictitiously named Defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other Defendants, including each fictitiously named Defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named Defendants, including each fictitiously named Defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each named Defendant, including each fictitiously named Defendant, was and is acting with the authority of each and every other Defendant and/or is acting as agents of each and every other named Defendant or doe Defendant.

33. At all times mentioned herein, there was a unity of interest and ownership between each named Defendant, including each fictitiously named Defendant, such that all Defendants acted as a single employer of Plaintiff.

34. At all times mentioned herein, each named Defendant, including each fictitiously named

Defendant, exercised supervision and control over the wages, hours, and working conditions of Plaintiff, including implementing standard policies and procedures.

35. At all times mentioned herein, each named Defendant, including each fictitiously named Defendant, caused Plaintiff to perform work and/or prevented Plaintiff from performing work.

III. JURISDICTION AND VENUE

36. This Court has subject-matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages and restitution sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

37. This Court has personal jurisdiction over Defendants. Defendants conduct business in the state of California. Each named defendant has caused injuries in the County of Los Angeles, through their acts, omissions, and violations of the Labor Code, Government Code, and/or California Business and Professions Code ("Business & Professions Code").

38. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendants transact business in Los Angeles County and are otherwise within the Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein arose in Los Angeles County and had a direct effect on Plaintiff within Los Angeles County.

IV. GENERAL ALLEGATIONS

39. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

40. Plaintiff was employed by Defendant SPEAR MANAGEMENT COMPANY as a Security Officer from approximately October 2013 until on or about December 21, 2024. Plaintiff dedicated approximately eleven (11) years to his employment with Defendant.

41. At all relevant times, Plaintiff was a dedicated and reliable employee who consistently met or exceeded Defendant's expectations. Throughout his eleven-year tenure with Defendant, Plaintiff received no disciplinary actions or performance warnings.

42. Plaintiff was typically scheduled to work Wednesday through Friday from 5:00 p.m. to 12:00 a.m., and on Saturdays and Sundays from 2:00 p.m. to 10:00 p.m., for a total of approximately

thirty-seven (37) hours per week. At the time of his termination, Plaintiff earned \$17.50 per hour and was paid on a bi-weekly basis by check.

43. Plaintiff's primary responsibilities consisted of continuously monitoring over thirty (30) security cameras and performing occasional patrol rounds of the factory premises. Plaintiff was often assigned as the sole security guard on duty during his shifts and could not be relieved of his duties during the workday.

44. For the first three to four years of his employment, Defendant provided a time clock at the factory for employees to record their hours worked. However, this system was subsequently removed by Defendant. Thereafter, Plaintiff was required to log his time through a paper timesheet.

45. Plaintiff alleges that Defendant denied Plaintiff, and on information and belief, other Similarly Situated and/or Aggrieved Employees certain rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, Defendant failed to provide compliant meal and rest periods and/or timely pay premium wages in lieu thereof; failed to timely pay all minimum, regular, and overtime wages for all hours worked; failed to reimburse all necessary business expenses; failed to furnish accurate itemized wage statements; failed to timely pay all wages due upon separation of employment; and failed to keep accurate records.

46. Defendant failed to provide Plaintiff, and on information and belief, other similarly situated and/or Aggrieved Employees with compliant meal periods. Plaintiff regularly worked shifts of seven (7) hours but was denied his right to a thirty-minute, uninterrupted meal period.

47. As the sole security guard on duty during his shift, Plaintiff was responsible for continuously monitoring over thirty security cameras and could not be relieved of his duties because there was no one available to provide coverage for him. Plaintiff stated that there was there was no lunch hour and that he practically maybe never took a lunch because there was no one available to cover for him while he took a meal break.

48. On the rare occasions when Plaintiff was able to obtain food during his shift, he was required to quickly retrieve his meal and return to eat it while on duty observing the security cameras. These were on-duty meal periods during which Plaintiff remained subject to Defendant's control and was

required to continue performing his job duties. Even trips to the restroom had to be completed as quickly as possible due to the need to constantly supervise the camera feeds.

49. Plaintiff's timesheets and pay records reflect that he was paid for straight shifts with no meal period deduction, which indicates that while he was paid through an attempted meal period, it was an on-duty meal period for which he was not paid the required one-hour premium at his regular rate of pay.

50. Despite not receiving legally compliant meal periods, Plaintiff and other similarly situated and/or Aggrieved Employees did not receive premium wages equivalent to one additional hour of pay at their regular rate for each day they were not provided with compliant meal periods, in violation of California law.

51. Defendant also failed to authorize and permit Plaintiff, and on information and belief, other similarly situated and/or Aggrieved Employees to take off-duty, uninterrupted rest periods of at least ten (10) minutes for every four hours worked, or major fraction thereof. Due to Defendant's policies, practices, and understaffing, Plaintiff and other employees were unable to take legally compliant rest breaks.

52. Plaintiff's "rest periods," when taken, actually consisted of performing work duties. Specifically, Plaintiff was instructed by Defendant to use his break time to patrol the factory premises, which was a core job duty. These so-called rest periods were not truly off-duty nor were they free from all work responsibilities, as Plaintiff remained subject to Defendant's control and was required to perform security-related work during these periods.

53. In addition, as the sole security guard on duty during his shifts, Plaintiff could not take off-duty rest periods because there was no relief coverage available. Plaintiff was required to remain vigilant and responsive to any security issues that might arise during his shift, preventing him from taking uninterrupted rest breaks free from Defendant's control.

54. Despite not receiving legally compliant rest periods, Plaintiff and other similarly situated and/or Aggrieved Employees did not receive premium wages equivalent to one additional hour of pay at their regular rate for each day they were not provided with compliant rest periods, in violation of

California law.

55. Defendant failed to timely pay Plaintiff, and on information and belief, other similarly situated and/or Aggrieved Employees all minimum, regular, and overtime wages for all hours worked. Defendant had a policy and practice of requiring or permitting employees to work "off-the-clock" without compensation.

56. Plaintiff regularly performed uncompensated work before his scheduled start time. Plaintiff routinely arrived up to one hour early for his shift to perform a necessary handoff and debriefing with the outgoing security guard from the previous shift. This handoff period was particularly common on weekends when Plaintiff would meet with other guards to receive information about the day's events, incidents, and any ongoing security concerns. This communication was essential to ensure continuity of security coverage at the factory.

57. Although Plaintiff regularly spent substantial time performing these pre-shift duties, Defendant did not compensate him for this work. Rather, Defendant instructed Plaintiff and other similarly situated and/or Aggrieved Employees to record only their scheduled shift times on their timesheets and not to include any additional time actually worked, including the time spent during handoffs and debriefings.

58. Plaintiff's timesheets reflect only his scheduled start and end times and do not reflect the additional time he worked before and after his scheduled shifts. As a result, Plaintiff and other similarly situated and/or Aggrieved Employees were not paid minimum and regular wages for all time worked or spent under the control of Defendant.

59. Additionally, because Defendant failed to compensate Aggrieved Employees, including Plaintiff, for all hours actually worked, they were not paid at one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or forty hours in a workweek, and were not paid at twice their regular rate of pay for all hours worked in excess of twelve hours in a workday or eight hours on the seventh consecutive day of work in a workweek.

60. On information and belief, Defendant also failed to properly compensate Plaintiff and other similarly situated and/or Aggrieved Employees for overtime hours worked during holiday weeks.

1 Plaintiff alleges that when holiday shifts caused his total hours to exceed forty in a workweek, Defendant
2 would systematically underpay him by one or two overtime hours. Defendant's pretext for this
3 underpayment was that Plaintiff's "regular" workweek consisted of thirty-seven hours, and therefore the
4 overtime calculations were purportedly different for him. Plaintiff specifically identified holiday weeks
5 as times when he was knowingly underpaid for overtime hours. Sometimes Defendant would pay him
6 overtime wages, but other times when it was only one or two hours of overtime, Defendant denied
7 payment entirely.

8 61. Defendant failed to reimburse Plaintiff, and on information and belief, other similarly
9 situated and/or Aggrieved Employees for all necessary business-related expenses incurred in the
10 discharge of their job duties, as required by Labor Code § 2802. Plaintiff was regularly required to use
11 his personal cell phone for work-related purposes on several occasions throughout each workday. This
12 was necessary because Plaintiff needed to maintain communication with supervisors, other security
13 personnel, and vendors.

14 62. Defendant did not provide Plaintiff with a company cell phone or other communication
15 device to perform these essential job functions. As a result, Plaintiff was forced to use his personal cell
16 phone several times per day for work communications. Plaintiff and other similarly situated and/or
17 Aggrieved Employees were not reimbursed for the use of their personal cell phones or for the associated
18 business expenses, such as a reasonable portion of their monthly cellular service costs.

19 63. Defendant also failed to furnish Plaintiff, and on information and belief, other similarly
20 situated and/or Aggrieved Employees with accurate itemized wage statements in compliance with Labor
21 Code § 226. Because Defendant failed to pay for all hours worked and all meal and rest period premiums,
22 the wage statements issued did not accurately reflect, among other things, the correct total hours worked
23 and the correct gross and net wages earned.

24 64. Specifically, Defendant's wage statements failed to accurately reflect the total hours
25 Plaintiff worked, including the substantial off-the-clock time he spent performing mandatory shift
26 handoffs and debriefings before his scheduled start time. The wage statements also failed to reflect any
27 meal or rest period premium wages, even though Plaintiff was regularly denied compliant meal and rest
28

periods. As a result of these omissions and inaccuracies, the gross and net wages listed on the wage statements were understated and inaccurate.

65. Due to Defendant's failure to furnish accurate itemized wage statements, Plaintiff was unable to promptly and easily determine from the wage statements alone the total number of hours he actually worked or the correct amount of wages due and owing to him, among other things, without reference to other documents and information.

66. Furthermore, Defendant failed to keep accurate payroll and timekeeping records as required by California law. Defendant instructed Plaintiff and other similarly situated and/or Aggrieved Employees to record only their scheduled shift times on their timesheets, not the actual time they worked. As a result, Defendant's records do not accurately reflect all hours worked by Plaintiff and other employees, nor do they accurately reflect when meal periods were or were not provided or when rest periods were or were not authorized and permitted.

67. Specifically, Defendant's records do not accurately reflect the additional time Plaintiff worked before his scheduled shifts performing mandatory handoffs, nor do they reflect the meal and rest period violations that occurred throughout his employment. Defendant's practice of instructing employees to falsify their timesheets by recording only scheduled times constitutes a willful failure to maintain accurate records.

68. Defendant willfully failed to pay Plaintiff all wages due and owing at the time of his separation from employment around December 21, 2024. At the time of his termination, Defendant failed to pay Plaintiff all his wages earned and unpaid. Specifically, Defendant's final payment did not include compensation for all hours Plaintiff worked, including the substantial off-the-clock time he spent performing shift handoffs and debriefings, nor did it include premium pay for the numerous meal and rest periods Defendant failed to provide throughout his employment.

69. Plaintiff alleges that Defendant has a policy, practice, procedure, guideline, and/or culture of willfully failing to timely pay former employees, such as himself and other similarly situated and/or Aggrieved Employees who have separated from their employment, with all wages due and owing at the time of separation and/or the mandated waiting time penalties for the late payment of such wages. For

1 instance, Defendant failed to timely pay Plaintiff and other similarly situated and/or Aggrieved
2 Employees all minimum, regular, and/or overtime wages, meal and rest period premiums, and
3 reimbursement for business expenses, in part due to the aforementioned Labor Code violations.

4 70. As a result of Defendant's policies and practices described herein, including its failure to
5 provide compliant meal and rest periods, failure to timely pay all earned wages, failure to reimburse
6 necessary business expenses, failure to furnish accurate itemized wage statements, failure to maintain
7 accurate records, and failure to timely pay all wages due upon separation of employment, Defendant has
8 engaged in unlawful, unfair, and fraudulent business practices in violation of Business & Professions
9 Code § 17200, et seq.

10 74. During his employment, Plaintiff made inquiries to his supervisors regarding wage
11 increases and proper compensation for the work he was required to perform. On multiple occasions prior
12 to his termination, Plaintiff requested a pay raise from his supervisor. On two or three such occasions,
13 Plaintiff's supervisor John responded by informing Plaintiff he was employment was being terminated,
14 and he was to turn in his uniform. When Plaintiff would bring his uniform to the office as instructed,
15 John would change his mind and ask Plaintiff to continue working.

16 75. On Sunday, December 21, 2024, Defendant unilaterally changed Plaintiff's work schedule
17 from his regular shift of 5:00 p.m. to 12:00 a.m. to an overnight shift from 9:00 p.m. to 5:00 a.m. without
18 warning or notice.

19 76. That same day, John called the factory where Plaintiff was working. During this telephone
20 call, Plaintiff inquired about additional compensation for the newly assigned night shift. Specifically,
21 Plaintiff explained to John that if he was going to be switched to a night shift, he believed he was entitled
22 to a higher rate of pay.

23 77. Plaintiff's inquiries and statements constituted both a complaint regarding unpaid wages
24 under Labor Code section 98.6 and a protected disclosure under Labor Code section 1102.5. Plaintiff
25 disclosed to his supervisor—a person with authority over him—information regarding what he
26 reasonably believed to be a violation of California wage and hour laws, specifically his belief that the
27 unilateral schedule change to night hours without corresponding wage adjustment constituted a violation.

1 78. In response to Plaintiff's inquiry and protected disclosure, John became immediately
2 hostile and aggressive using curse words and insults directed at Plaintiff, before abruptly ending the
3 telephone call.

4 79. Following his scheduled days off on Monday, December 22, 2024 and Tuesday, December
5 23, 2024, Plaintiff was preparing for his next scheduled shift on Wednesday, December 24, 2024.
6 However, on that Wednesday, Plaintiff received a telephone call from another security guard informing
7 him that he had been fired and was not to report to work.

8 80. The temporal proximity between Plaintiff's protected inquiry and disclosure on Sunday,
9 December 21, 2024, and his formal termination effective the following Wednesday, December 24, 2024,
10 establishes a clear causal connection between the protected activity and the adverse employment action.
11 Plaintiff was terminated within three days of engaging in protected activity.

12 81. Defendant's stated reason for Plaintiff's termination was pretextual. Plaintiff had an
13 exemplary work record spanning eleven years. The timing of his termination immediately following his
14 wage inquiry and protected disclosure demonstrates that the true reason for his termination was retaliation
15 for engaging in protected activity.

16 82. By terminating Plaintiff's employment in direct retaliation for his wage inquiry and
17 disclosure of reasonably believed legal violations, Defendant violated Labor Code sections 98.6 and
18 1102.5. Plaintiff's termination was also in violation of fundamental public policy as expressed in these
19 statutes, which protect employees who make good faith complaints about unpaid wages and who disclose
20 information regarding violations of state law.

21 83. As a result of Defendant's retaliatory and wrongful termination, Plaintiff suffered, and
22 continues to suffer, substantial harm to his emotional and physical health, as well as financial harm.
23 Plaintiff experienced stress, anxiety, and emotional distress as a result of being wrongfully terminated
24 after more than a decade of dedicated service to Defendant. Plaintiff has suffered loss of earnings, wages,
25 benefits, and other compensation, as well as damage to his earning capacity and professional reputation.

26 **V**

27 **VI. CLASS ACTION DESIGNATION**

1 97. Plaintiff re-alleges and incorporates by reference the allegations contained in the
2 paragraphs above, as though fully set forth herein.

3 98. Plaintiff brings Causes of Action One through Seven as a Class Action pursuant to
4 California Code of Civil Procedure § 382 on behalf of himself and all current and former non-exempt
5 employees of Defendants.

6 99. Plaintiff seeks to represent the following Class and Subclass, which are defined as:

7 **The Non-Exempt Class:** “All current and former non-exempt employees of
8 Defendants who performed work in the state of California at any time
9 commencing four (4) years prior to the filing of this action through the
10 present.”

11 **The Waiting Time Penalties Subclass:** “All members of the Non-Exempt
12 Class whose employment with Defendant ended at any time during the
13 period commencing three (3) years prior to the filing of this action through
14 the present.”

15 100. Reservation of Rights: Pursuant to California Rule of Court 3.765(b), Plaintiff reserves the
16 right to amend or modify the class definitions with greater specificity, by further division into subclasses,
17 and/or limitation to particular issues.

18 101. Causes of Action One through Seven are appropriately suited for a class action pursuant to
19 section 382 of the Code of Civil Procedure because the following requirements are met:

20 **A. NUMEROSITY**

21 103. The members of the Class and Subclass are sufficiently numerous to render the joinder of
22 all their members impracticable. While Plaintiff has not yet determined the precise number of members
23 of the Class and Subclass, Plaintiff is informed and believes that the Class and Subclass likely consist of
24 over 100 individuals.

25 104. Although the exact number is currently unknown to Plaintiff, this information is easily
26 ascertainable from Defendants' time and payroll records and other personnel records.

27 **B. COMMONALITY**

28 105. Common questions of law and fact exist as to all Class Members and predominate over any

questions affecting only individual members of the Class or Subclass.

106. The common questions of law and fact that predominate include, but are not limited to:
- a. Whether Defendants failed to pay Non-Exempt Class Members at least minimum wages, regular wages, and overtime wages for all hours worked, including time spent performing off-the-clock work such as mandatory shift handoffs and debriefings;
 - b. Whether Defendants had a policy or practice of instructing Non-Exempt Class Members to record only their scheduled shift times on their timesheets and not to include actual time worked;
 - c. Whether Defendants failed to provide the Non-Exempt Class Members with duty-free, thirty-minute meal periods for every five hours of work;
 - d. Whether Defendants had a policy or practice of preventing Non-Exempt Class Members from being relieved of all duties during meal periods;
 - e. Whether Defendants failed to authorize and permit the Non-Exempt Class to take off-duty and paid rest periods of at least ten (10) minutes for every four hours worked, or major fraction thereof;
 - f. Whether Defendants had a policy or practice of instructing Non-Exempt Class Members to perform work duties, such as patrol rounds, during would-be rest periods;
 - g. Whether Defendants failed to pay one additional hour of pay at the employees' regular rate of compensation to the Non-Exempt Class when they were not provided with compliant and timely meal and rest periods;
 - h. Whether Defendants failed to properly compensate Non-Exempt Class Members for overtime hours worked;
 - i. Whether Defendants failed to provide Non-Exempt Class Members reimbursement for all necessary business-related expenditures, including but not limited to the use of personal cell phones for work purposes;

- 1 j. Whether Defendants failed to provide Non-Exempt Class Members with accurate
2 itemized wage statements showing, among other things, the total hours worked,
3 all applicable hourly rates and corresponding hours worked at each rate, and all
4 correct gross and net wages earned;
- 5 k. Whether Defendants failed to pay Waiting Time Penalties Subclass members all
6 of their wages owed within the required time frames upon separation of
7 employment; and
- 8 l. Whether Defendants violated § 17200, et seq. of the Business & Professions Code
9 by engaging in the acts previously alleged.

10 **C. TYPICALITY**

11 107. Plaintiff's claims are typical of the claims of all class members because Plaintiff's and all
12 class members' claims arise from the same common policies, practices, and/or course of conduct of
13 Defendants. Plaintiff and all class members sustained injuries and damages as a result of Defendants'
14 uniform illegal policies, practices, and/or common course of conduct in violation of California wage and
15 hour laws and its illegal, unfair, or fraudulent business practices.

16 108. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage Order
17 are typical of the Class and Subclass because Defendants' failure to comply with the provisions of
18 California's wage and hour laws entitles Plaintiff and each class member to similar pay, benefits, and
19 other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies
20 sought by Plaintiff and all class members are the same.

21 **D. ADEQUACY OF REPRESENTATION**

22 109. Plaintiff has no fundamental conflict of interest with the Class or Subclass he seeks to
23 represent. Plaintiff will adequately represent and protect the interests of all class members because it is
24 in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties
25 due to him and putative class members.

26 110. Plaintiff has retained attorneys who are experienced employment law litigators with
27 significant wage and hour and class action experience. Counsel who represents Plaintiff, the Class, and
28

Subclass are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

111. Plaintiff believes a class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable. The damages suffered by individual Class members may be relatively small, making individual litigation economically unfeasible. Class action treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

112. Plaintiff knows of no difficulty that might be encountered in the management of this suit which would preclude its maintenance as a class action.

PAGA DESIGNATION

84. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

85. On December 10, 2025, Plaintiff submitted written notice via certified mail to the California Labor and Workforce Development Agency ("LWDA") and Defendant as required by PAGA, informing them of Defendant's alleged violations of the Labor Code. A true and correct copy of the written notice is attached hereto as "**Exhibit A**" and incorporated herein by reference.

86. According to Labor Code § 2699.3, the LWDA had sixty-five (65) days from the date of submission to notify the parties whether it intends to investigate the alleged violations. To date, the LWDA has not informed Plaintiff that it intends to investigate the alleged violations. Thus, pursuant to PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in a representative capacity on behalf of himself, all other Aggrieved Employees, and the state of California as permitted by Labor Code § 2699.3.

87. Plaintiff further believes that additional violations may be discovered and therefore reserves his right to allege additional violations of the law as investigation and discovery warrant. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

88. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil

penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to § 2699(i).

91. During all, or a portion of, the one-year and sixty-five-day period before Plaintiff filed notice of his claims with the LWDA, Defendant was Plaintiff's and all other Aggrieved Employees' employer or person acting on behalf of an employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor Code § 203.

92. Plaintiff is an "aggrieved employee" under PAGA because he was employed by the alleged violator, Defendant, and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other Aggrieved Employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

93. Plaintiff alleges that all other Aggrieved Employees are also "aggrieved employees" under PAGA as Defendant employed them and all Aggrieved Employees experienced one or more of the alleged violations outlined herein.

95. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. (See Exh. A.)

96. As set forth herein, Defendant has committed, and on information and belief continues to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other Aggrieved Employees, and the state of California, civil penalties as well as attorneys' fees and costs from Defendant for the

alleged violations, described herein.

113. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Plaintiff and other Aggrieved Employees are entitled to, and therefore seek, the civil penalties described in Labor Code § 2699(f) for the violations of law described herein

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES IN LIEU THEREOF

**(Violation of Labor Code §§ 204, 226.7, 512, 558, and the "Meal Periods" Section of the
Applicable IWC Wage Order)**

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

113. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

114. Labor Code § 512(a) mandates:

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

115. In pertinent part, the "Meal Periods" section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty

1 during a 30-minute meal period, the meal period shall be considered an "on
2 duty" meal period and counted as time worked. An "on duty" meal period
3 shall be permitted only when the nature of the work prevents an employee
4 from being relieved of all duty and when by written agreement between
5 the parties an on-the-job paid meal is agreed to. The written agreement
6 shall state that the employee may, in writing, revoke the agreement at any
7 time.

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

12 116. A meal period generally comports with the requirements of California law if the employee
13 has at least 30-minutes uninterrupted and the employee is relieved of any and all duties and is free to
14 leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th
15 1004, 1036.) California law further prohibits employers from " ... undermining [its] formal policy of
16 providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at
17 1040 [internal citations omitted].)

18 117. Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during
19 a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order
20 of the Industrial Welfare Commission ... "

21 118. Labor Code § 226.7(c) further provides:

22 If an employer fails to provide an employee a meal ... period in accordance
23 with a state law, including, but not limited to, an applicable statute or
24 applicable regulation, standard, or order of the Industrial Welfare
25 Commission ... the employer shall pay the employee one additional hour
26 of pay at the employee's regular rate of compensation for each workday
27 that the meal ... period is not provided.

28 119. Labor Code § 558 subjects any employer or any person acting on behalf of an employer
who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision
regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: "[f]or any
initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid
employee for each pay period for which the employee was underpaid."

1 120. Premium wages under Labor Code § 226.7 are wages that are due and payable in
2 accordance with Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094,
3 1103-114.)

4 121. Defendants failed to provide Plaintiff and the Non-Exempt Class with the opportunity to
5 take uninterrupted, timely, off-duty meal periods of at least 30 minutes. Plaintiff was assigned as the sole
6 security guard on duty during his shifts and was responsible for continuously monitoring over thirty
7 security cameras. Defendants failed to provide relief coverage that would allow Plaintiff and other Non-
8 Exempt Class Members to take uninterrupted, off-duty meal periods.

9 122. As the sole guard on duty, Plaintiff could not be relieved of his duties and was unable to
10 take compliant meal periods because there was no one available to cover for him.

11 123. On the rare occasions when Plaintiff was able to obtain food during his shift, he would
12 quickly retrieve his meal and return to eat while on duty observing the cameras. These were on-duty meal
13 periods during which Plaintiff remained subject to Defendants' control and was required to continue
14 performing his security monitoring duties.

15 124. Plaintiff and the Non-Exempt Class regularly worked in excess of five hours a day without
16 being provided a meal period before the end of the fifth hour of work. Moreover, Plaintiff and the Non-
17 Exempt Class were not relieved of all duties during purported meal periods.

18 125. Defendants knew or should have known that Plaintiff and the Non-Exempt Class were not
19 provided with the opportunity to take lawful meal periods. Defendants were aware that Plaintiff and other
20 security guards were assigned as sole guards on duty with no relief coverage, making it impossible for
21 them to take off-duty meal periods.

22 126. Despite not being provided with legally compliant meal periods, Plaintiff and the Non-
23 Exempt Class did not receive premium wages equivalent to one additional hour of pay at their regular
24 rate of pay for each workday they were not provided with lawful meal periods.

25 127. Defendants' unlawful conduct caused Plaintiff and the Non-Exempt Class to suffer
26 damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this
27 Court and which will be ascertained according to proof at trial.

128. Plaintiff seeks all available remedies for Defendants' violations, including but not limited to, all wages due, monies, and interest to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SECOND CAUSE OF ACTION

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
COMPENSATION IN LIEU THEREOF**

**(Violation of Labor Code §§ 204, 226.7, and the "Rest Periods" Section of
the Applicable IWC Wage Order)**

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

129. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

130. The "Rest Periods" section of the applicable IWC Wage Order provides:

(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 of 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 1/2) 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.

131. An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

132. In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a ... rest ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission

(c) If an employer fails to provide an employee a ... 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 employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the ... rest ... period is not provided.

133. Rest period premium wages under Labor Code § 226.7 are wages that are due and payable in accordance with Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

137. Defendants failed to authorize and permit Plaintiff and the Non-Exempt Class to take off-duty, uninterrupted, ten (10) minute rest periods for every four hours worked, or major fraction thereof. As alleged in the General Allegations, Plaintiff's rest periods, when taken, consisted of performing work duties rather than being relieved of all duties.

138. Plaintiff and the Non-Exempt Class were not authorized or permitted to take an off-duty, uninterrupted, 10-minute rest period for every four hours worked or major fraction thereof due to Plaintiff's job requirements, Defendants' understaffing, and Defendants' practice of requiring employees to perform work duties during their rest periods.

139. Specifically, Defendants instructed Plaintiff and the Non-Exempt Class to use their rest periods to patrol the factory premises, which was a core job duty. These so-called rest periods were not truly off-duty nor were they free from all work responsibilities. Plaintiff remained subject to Defendants' control and was required to perform security-related patrol work during these periods.

140. As the sole security guard on duty during his shifts, Plaintiff could not take off-duty rest periods because there was no relief coverage available to allow him to be completely relieved of his duties. Plaintiff was required to remain vigilant and responsive to any security issues that might arise, preventing him from taking uninterrupted rest breaks free from Defendants' control.

141. Defendants knew or should have known that Plaintiff and the Non-Exempt Class were not authorized or permitted to take lawful rest periods. Defendants were aware that they assigned security guards as sole guards on duty with no relief coverage and instructed them to patrol the premises during rest periods, making it impossible for them to take off-duty rest periods.

142. Despite not being provided with legally compliant rest periods, Plaintiff and the Non-Exempt Class did not receive one additional hour of pay at their regular rate of pay for each workday a

legally compliant rest period was not provided.

143. Defendants' unlawful conduct caused Plaintiff and the Non-Exempt Class to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

144. Plaintiff seeks all available remedies for Defendants' violations, including but not limited to, any and all wages due, monies, and interest to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

THIRD CAUSE OF ACTION

**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, OVERTIME, AND/OR
DOUBLETIME WAGES**

**(Violation of Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum
Wages" and "Hours and Days of Work" Sections of the
Applicable IWC Wage Order)**

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

142. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

143. Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

144. Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum wage so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise"].)

145. The "Minimum Wages" section of the applicable IWC Wage Order provides that "[e]very

1 employer shall pay to each employee, on the established payday for the period involved, not less than the
2 applicable minimum wage for all hours worked in the payroll period, whether the remuneration is
3 measured by time, piece, commission, or otherwise."

4 146. The applicable IWC Wage Order defines "hours worked" as "the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is suffered or
6 permitted to work, whether or not required to do so."

7 147. Labor Code § 1197.1 states:

8 Any employer or other person acting either individually or as an officer,
9 agent, or employee of another person, who pays or causes to be paid to any
10 employee a wage less than the minimum fixed by an applicable state or
11 local law, or by an order of the commission, shall be subject to a civil
12 penalty, restitution of wages, liquidated damages payable to the employee,
13 and any applicable penalties imposed pursuant to Section 203 ...

14 148. Labor Code § 1198 provides:

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

20 149. Labor Code § 510(a), which codifies an employee's right to overtime compensation,
21 provides:

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

150. The "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC
Wage Order mandate the same requirements as Labor Code § 510. Under California law, an employee
may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th
1420, 1430.)

151. Labor Code § 1194(a) mandates:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of his minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

152. Labor Code § 1194.2 further provides:

In any action under § 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

153. Throughout the applicable statutory period, Defendants had a policy and practice of not timely paying Plaintiff and the Non-Exempt Class all minimum, regular, overtime and/or double time wages for all time engaged in work on behalf of Defendants. Defendants required, suffered, or permitted Plaintiff and the Non-Exempt Class to perform substantial off-the-clock work for which they were not compensated.

154. Specifically, Plaintiff regularly performed uncompensated work before his scheduled start time. Plaintiff routinely arrived up to one hour early for his 5:00 p.m. shift to perform a necessary handoff and debriefing with the outgoing security guard from the previous shift. This handoff period was particularly common on weekends when Plaintiff would meet with other guards to receive information about the day's events, incidents, and any ongoing security concerns.

155. Although Plaintiff regularly spent substantial time performing these mandatory pre-shift duties, Defendants did not compensate him for this work. Rather, Defendants instructed Plaintiff and other Non-Exempt Class Members to record only their scheduled shift times on their timesheets and not to include any additional time actually worked, including the time spent during handoffs and debriefings. Plaintiff's timesheets reflect only his scheduled start and end times and do not reflect the additional time he worked before and after his scheduled shifts.

156. Additionally, Defendants failed to properly compensate Plaintiff and the Non-Exempt

1 Class for overtime hours worked during holiday weeks. Plaintiff alleges that when holiday shifts caused
2 his total hours to exceed forty in a workweek, yet Defendant would fail to pay for all hours he worked
3 over 40 in a week. Defendants' pretext for this underpayment was that Plaintiff's "regular" workweek
4 consisted of thirty-seven hours, and therefore the overtime calculations were purportedly triggered
5 different for him.

6 157. As a result of Defendants' unlawful policies and practices, Plaintiff and the Non-Exempt
7 Class were not paid minimum and regular wages for all time worked or spent under the control of
8 Defendants. Additionally, because Defendants failed to compensate Plaintiff and the Non-Exempt Class
9 for all hours actually worked, they were not paid at one and one-half times their regular rate of pay for
10 all hours worked in excess of eight hours in a workday and/or forty hours in a workweek, and were not
11 paid at twice their regular rate of pay for all hours worked in excess of twelve hours in a workday or eight
12 hours on the seventh consecutive day of work in a workweek.

13 158. As a direct result of Defendants' unlawful failure to timely compensate Plaintiff and the
14 Non-Exempt Class minimum, regular, overtime, and/or double time wages for all of their time worked,
15 Plaintiff has suffered substantial losses related to the use and enjoyment of such wages, including lost
16 interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform
17 their obligations under state law, in amounts according to proof at trial and within the jurisdictional
18 limitations of this Court.

19 159. Plaintiff seeks all available remedies for Defendants' violations, including, but not limited
20 to any and all wages due, monies, interest, liquidated damages, attorney's fees, and costs to the extent
21 permitted by law.

22 WHEREFORE, Plaintiff prays for relief as hereinafter requested.
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FOURTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Violation of Labor Code § 2802 and the "Uniforms and Equipment" Section of

the Applicable IWC Wage Order)

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

160. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

161. Labor Code § 2802(a) provides, in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

162. Labor Code § 2802(b) states, "[a]ll awards made by a court ... for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss."

163. Furthermore, Labor Code § 2802(c) states, "[f]or the purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

165. Defendants required Plaintiff and the Non-Exempt Class to incur necessary business-related expenditures in direct consequence of the discharge of their duties for which they were not reimbursed. Specifically, Plaintiff was regularly required to use his personal cell phone for work-related purposes several times per day throughout each workday. This was necessary because Plaintiff needed to maintain communication with supervisors, other security personnel, and vendors regarding security matters at the factory.

166. Defendants did not provide Plaintiff with a company cell phone or other communication device to perform these essential job functions. As a result, Plaintiff was forced to use his personal cell phone several times per day for work communications.

167. Despite Defendants' knowledge that Plaintiff and the Non-Exempt Class were using their personal cell phones for work-related purposes, Defendants failed to provide appropriate reimbursement

for these expenses, including a reasonable portion of their monthly cellular service costs, in violation of Labor Code § 2802.

168. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the other members of the Non-Exempt Class have been damaged in an amount equal to the unreimbursed expenses they incurred, plus interest thereon as provided by Labor Code § 2802(b), and have suffered other cognizable harm. The exact amount of damages is presently unknown but exceeds the jurisdictional minimum of this Court and will be established at trial.

169. Plaintiff seeks all available remedies for Defendants' violations, including but not limited to reimbursement for all necessary expenditures, interest as provided by Labor Code § 2802(b), attorneys' fees as provided by Labor Code § 2802(c), and costs, to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

**(Violation of Labor Code §§ 226, 226.3, and the "Records" Section of
the Applicable IWC Wage Order)**

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

170. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

171. Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ... , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee ...

172. The "Records" section of the applicable IWC Wage Order states:

Every employer shall semi-monthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

173. Meal and rest period premiums must be included on an employee's itemized wage statement. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

174. Labor Code § 226(e)(1) further provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

175. An employee suffers injury where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" the total number of hours worked, the gross and net wages earned, or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code § 226(e)(2)(B)(i).)

176. Labor Code § 226(e)(2)(C) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to other documents or information."

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

178. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent violation.

179. Defendants knowingly and intentionally failed to furnish Plaintiff and the Non-Exempt Class with itemized wage statements that reflect the information required by California law, including, but not limited to, the correct amount of gross and net wages earned, the total hours worked, and the correct applicable hourly rates of pay and the corresponding number of hours worked at each hourly rate.

180. Specifically, Defendants' wage statements failed to accurately reflect the total hours Plaintiff and the Non-Exempt Class worked, including the substantial off-the-clock time they spent performing mandatory shift handoffs and debriefings before their scheduled start times. The wage statements also failed to reflect any meal or rest period premium wages, even though Plaintiff and the Non-Exempt Class were regularly denied compliant meal and rest periods.

181. As a direct result of Defendants' failure to compensate for all hours worked and its failure to pay legally required premium wages for non-compliant meal and rest periods, the gross and net wages listed on the wage statements were understated and inaccurate.

182. Due to the incorrect and incomplete information on the furnished wage statements, Plaintiff and the Non-Exempt Class were unable to promptly and easily determine from the wage statements alone the total number of hours they actually worked, the applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate, or the correct amount of gross and net wages earned, among other things, without reference to other documents or information.

183. As a direct result of Defendants' knowing and intentional failure to provide accurate itemized wage statements, Plaintiff and the Non-Exempt Class have suffered injury because they could not promptly and easily determine from the wage statements alone the correct information required by Labor Code § 226(a), requiring them to refer to other documents or perform mathematical computations to attempt to ascertain their compensation.

184. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the other members of the Non-Exempt Class are entitled to recover from Defendants statutory penalties for each pay period in which a violation occurred, pursuant to Labor Code § 226(e), in an amount not to exceed an aggregate of \$4,000 per employee.

185. Plaintiff and the Non-Exempt Class are entitled to, and seek to recover, civil penalties

pursuant to Labor Code § 226.3 for Defendants' violations of Labor Code § 226(a).

186. Furthermore, pursuant to Labor Code § 226(h), Plaintiff and the Non-Exempt Class are entitled to and therefore seek injunctive relief in order to ensure that Defendants comply with Labor Code § 226.

187. Plaintiff and the Non-Exempt Class are further entitled to and seek to recover reasonable attorneys' fees and costs as provided under Labor Code §§ 226(e)(1) and (h).

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING

UPON SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201-203)

(Alleged by Plaintiff and the Waiting Time Penalties Subclass Against All Defendants)

202. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

203. Labor Code § 201(a) states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

204. Labor Code § 202(a) provides, in pertinent part:

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

205. Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

206. Meal and rest premiums constitute wages due and owing and thus must be factored into

potential waiting time penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

207. Defendants willfully failed to pay Plaintiff and the Waiting Time Penalties Subclass all wages due and owing at the time of their separation from employment. Plaintiff's employment with Defendants was terminated on or about December 21, 2024. At the time of his termination, Defendants failed to pay Plaintiff all his wages earned and unpaid.

208. Specifically, Defendants' final payment did not include compensation for all hours Plaintiff worked, including the substantial off-the-clock time he spent performing mandatory shift handoffs and debriefings before his scheduled start times, nor did it include properly calculated overtime wages for hours worked during holiday weeks, nor did it include premium pay for the numerous meal and rest periods Defendants failed to provide throughout his employment.

209. Plaintiff alleges that Defendants have a policy, practice, procedure, guideline, and/or culture of willfully failing to timely pay former employees, such as himself and other members of the Waiting Time Penalties Subclass who have separated from their employment, all wages due and owing at the time of separation and/or the mandated waiting time penalties for the late payment of such wages.

210. For instance, Defendants failed to timely pay Plaintiff and other members of the Waiting Time Penalties Subclass all minimum, regular, and/or overtime wages, meal and rest period premiums, and reimbursement for business expenses, in part due to the aforementioned Labor Code violations.

211. As consequence of Defendants' willful and deliberate refusal to pay all wages due and owing upon separation of employment, Plaintiff and the Waiting Time Penalties Subclass are entitled to and thus seek a maximum of thirty (30) days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

212. As a direct result of Defendants' violations alleged herein, Plaintiff and the Waiting Time Penalties Subclass have suffered and continue to suffer substantial losses related to the use and enjoyment of wages due and owing to them, including lost interest on such monies, all to their respective detriment in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

213. Plaintiff is also entitled to and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(Bus. & Prof. Code §§ 17200, et seq.)

(Alleged by Plaintiff and the Non-Exempt Class Against All Defendants)

214. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

215. California Business & Professions Code section 17200, et seq., prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice."

216. A cause of action may be brought under the UCL if a practice violates some other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of Business & Professions Code sections 17200, et seq. (*Cel-Tech Commc'ns, Inc v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation - federal or state, statutory, or common law - can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Sup. Ct.* (1992) 2 Cal.4th 377, 383.)

217. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143.) Pursuant to the California Supreme Court, the "unfair standard" is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at 180-81.)

218. Under the UCL, a "fraudulent" business act or practice is one where "members of the public are likely to be deceived." (*Blakemore v. Sup. Ct.* (2005) 129 Cal.App.4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Id.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true statement may be unlawful under section 17200 if it is "couched in such a manner that is likely to mislead or deceive ..., such as by failing to disclose other relevant information." (*Id.*)

219. As discussed herein, Defendants' business practices violate all three prongs of California's

UCL.

Unlawful Business Practices

220. As described herein, Defendants violated the Labor Code by, among other things, refusing to properly and timely compensate Plaintiff and the Non-Exempt Class for all time worked, including minimum, regular, and overtime wages. Failing to compensate Plaintiff and the Non-Exempt Class for all time worked is a clear violation of California law, and thus a per se violation of the UCL. Defendants further violated California law by failing to provide legally compliant meal and rest periods and/or by failing to pay premium wages in lieu thereof; failing to reimburse all necessary business expenses; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties. Therefore, Defendants have clearly engaged in unlawful business practices.

Unfair Business Practices

221. Defendants intentionally avoided paying Plaintiff and the Non-Exempt Class all wages, including overtime and premium wages, in order to artificially lower the cost of doing business. Defendants' conduct unfairly deprived Plaintiff and the Non-Exempt Class of all earned wages. Defendants also unfairly denied Plaintiff and the Non-Exempt Class their right to meal and rest periods by failing to relieve them of all duties and by creating conditions that made taking compliant breaks impossible due to understaffing and assignment as sole security guards. Further, Defendants unfairly denied Plaintiff and the Non-Exempt Class access to accurate wage statements and employee records by instructing them to falsify timesheets by recording only scheduled hours rather than actual hours worked, preventing them from readily ascertaining whether they were properly compensated.

Fraudulent Business Practices

222. Defendants acted fraudulently when they failed to timely pay Plaintiff and the Non-Exempt Class all earned wages, including overtime and premium wages. Additionally, Defendants regularly provided Plaintiff and the Non-Exempt Class with wage statements containing false information because Defendants instructed employees to record only scheduled shift times on their timesheets and not actual hours worked, including mandatory shift handoffs and debriefings. These wage statements did not

accurately reflect hours worked or meal and rest periods missed, and were likely to deceive employees into believing they had been paid all wages due.

223. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and the Non-Exempt Class have suffered injury-in-fact and have lost money and property in the form of wages rightfully owed to them.

224. Through its unlawful, unfair, and fraudulent conduct, Defendants have been unjustly enriched by receiving benefits and profits at the expense of Plaintiff and the Non-Exempt Class. Therefore, pursuant to Business & Professions Code sections 17200, et seq., Defendants should be enjoined from this activity and made to disgorge all ill-gotten gains and restore to Plaintiff and the Non-Exempt Class the wages wrongfully withheld from them.

225. Plaintiff is entitled to and seeks any and all available remedies including restitution and recovery of reasonable attorney's fees pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code sections 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

EIGHTH CAUSE OF ACTION

RETALIATION

(Violation of Cal. Lab. Code §§ 98.6 and 1102.5)

(Alleged by Plaintiff Individually Against All Defendants)

226. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

227. At all times mentioned in this Complaint, Labor Code sections 98.6 and 1102.5 were in full force and effect and were binding upon Defendants.

228. Labor Code section 98.6(a) prohibits an employer from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating against any employee for making a written or oral complaint that he or she is owed unpaid wages, or for exercising any rights afforded to him or her under the jurisdiction of the Labor Commissioner.

229. Labor Code section 1102.5(b) prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee, or to another employee with authority to investigate, discover, or correct violations, that the employee has reasonable cause to believe is a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

230. Plaintiff engaged in protected activity under Labor Code sections 98.6 and 1102.5 by making lawful wage-related inquiries and by disclosing information he reasonably believed constituted violations of California wage and hour laws.

231. Specifically, when Defendants unilaterally changed Plaintiff's work schedule from his regular shift of 5:00 p.m. to 12:00 a.m. to an overnight shift from 9:00 p.m. to 5:00 a.m. without prior notice or consultation, Plaintiff inquired about additional compensation for the newly assigned night shift. Plaintiff expressed he believed that "the law says that working the day and working the night is different pay."

232. Plaintiff's statement constituted both a complaint regarding unpaid wages under Labor Code section 98.6 and a protected disclosure under Labor Code section 1102.5. Plaintiff disclosed to his supervisor—a person with authority over him—information regarding what he reasonably believed to be a violation of California wage and hour laws, specifically his belief that the unilateral schedule change to night hours without corresponding wage adjustment constituted a violation of state law.

233. Additionally, throughout his employment, Plaintiff periodically made inquiries to his supervisors regarding wage increases and proper compensation for the work he was required to perform. On multiple occasions prior to his termination, Plaintiff requested a pay raise from his supervisor. These inquiries constituted protected activities under Labor Code sections 98.6 and 1102.5.

234. As a direct result of and in retaliation for Plaintiff's protected activities, Defendants subjected Plaintiff to an adverse employment action.

235. The adverse employment action taken against Plaintiff was his termination on or about December 21, 2024. In response to Plaintiff's lawful inquiry and protected disclosure on December 21, 2024, his supervisor John became immediately hostile and aggressive before abruptly terminating the

1 telephone call. Following his scheduled days off Plaintiff received a telephone call on Wednesday,
2 December 24, 2024 from another security guard informing him that he had been fired and was not to
3 report to work.

4 236. A causal link between Plaintiff's protected activities and his termination is established by
5 the close temporal proximity between the events. Defendants terminated Plaintiff within three days of
6 his engaging in protected activity on December 21, 2024.

7 237. The timing of his termination immediately following his wage inquiry and protected
8 disclosure demonstrates that the true reason for his termination was retaliation for engaging in protected
9 activity under Labor Code sections 98.6 and 1102.5.

10 238. Plaintiff is informed and believes, and thereon alleges, that his protected activity of making
11 wage inquiries and disclosing information regarding reasonably believed violations of state wage and
12 hour laws was a substantial motivating reason for Defendants' decision to terminate his employment.

13 239. As a direct, foreseeable, and proximate result of Defendants' unlawful retaliation, Plaintiff
14 has suffered and continues to suffer substantial losses in earnings, wages, bonuses, benefits, and other
15 compensation, as well as damage to his earning capacity. Plaintiff has suffered and continues to suffer
16 other economic losses in an amount to be determined at trial.

17 240. As a direct, foreseeable, and proximate result of Defendants' unlawful retaliation, Plaintiff
18 has suffered and continues to suffer humiliation, embarrassment, emotional distress, and mental and
19 physical pain and anguish, all to his damage in a sum to be established according to proof at trial.

20 241. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors
21 and/or managing agents of Defendants, including supervisor John, who were acting at all times relevant
22 to this Complaint within the scope and course of their employment. Defendants are therefore liable for
23 the conduct of said agents and employees.

24 242. Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively
25 and in conscious disregard for Plaintiff's rights, and such acts were committed and/or ratified by officers,
26 directors, and/or managing agents of Defendants. Defendants' management was aware of Plaintiff's wage
27 inquiries and protected disclosures and, rather than addressing his legitimate concerns, terminated his
28

employment in direct retaliation. Plaintiff is, therefore, entitled to recover punitive damages from Defendants in an amount sufficient to punish and deter future similar reprehensible conduct.

243. Defendants' conduct described herein was undertaken, authorized and/or ratified by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said officers, directors and/or managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized and approved by Defendants' officers, directors and/or managing agents, and other individuals whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as Defendants and/or Does 1 to 50, inclusive.

244. As a result of Defendants' conduct, Plaintiff was forced to retain an attorney in order to protect his rights. Accordingly, Plaintiff seeks the recovery of reasonable attorneys' fees and costs incurred in this litigation pursuant to Labor Code section 218.5 and other applicable law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

NINTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Alleged by Plaintiff Individually Against All Defendants)

245. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

246. California law prohibits an employer from terminating an employee in violation of fundamental public policies. California's fundamental public policy is to protect and safeguard the right and opportunity of employees to seek and hold employment without retaliation for making wage-related complaints or for disclosing violations of state law. These fundamental public policies are codified, in part, in California Labor Code sections 98.6 and 1102.5, and are rooted in Article I, Section 8 of the California Constitution, which protects the right to pursue life's basic necessities.

247. As alleged herein, Defendants terminated Plaintiff's employment in direct violation of these fundamental public policies. Specifically, Defendants terminated Plaintiff in retaliation for his engaging in protected activities under Labor Code sections 98.6 and 1102.5, including making lawful wage

inquiries and disclosing information he reasonably believed constituted violations of California wage and hour laws.

248. Plaintiff's termination was not based on any legitimate business reason or performance deficiency.

249. Plaintiff's termination was motivated by unlawful retaliation for his exercise of rights protected by fundamental California public policy, specifically his right to inquire about wages owed and to disclose reasonably believed violations of state wage and hour laws without fear of retaliation.

250. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has suffered special damages including, but not limited to, past and future loss of income, wages, bonuses, benefits, and other compensation, as well as damage to his earning capacity and professional reputation, and other damages to be proven at time of trial.

251. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has suffered general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, mental and physical pain and anguish, and other damages to be proven at the time of trial.

252. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors and/or managing agents of Defendants, including supervisor John, who were acting at all times relevant to this Complaint within the scope and course of their employment. Defendants are therefore liable for the conduct of said agents and employees.

254. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively and in conscious disregard for Plaintiff's rights, and such acts were committed and/or ratified by officers, directors, and/or managing agents of Defendants. The immediate hostile response to Plaintiff's lawful wage inquiry, followed by his termination within days, demonstrates conscious disregard for Plaintiff's fundamental rights. Plaintiff is, therefore, entitled to recover punitive damages from Defendants in an amount sufficient to punish and deter future similar reprehensible conduct.

255. Defendants' conduct described herein was undertaken, authorized and/or ratified by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said officers,

1 directors and/or managing agents and individuals was therefore undertaken on behalf of Defendants.
2 Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions
3 and conduct were ratified, authorized and approved by Defendants' officers, directors and/or managing
4 agents, and other individuals whose precise identities are unknown to Plaintiff at this time and are
5 therefore identified and designated herein as Defendants and/or Does 1 to 50, inclusive.

6 256. As a result of the conduct of Defendants, Plaintiff was forced to retain an attorney in order
7 to protect his rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs incurred in this
8 litigation in an amount according to proof at trial.

9 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

10 **TENTH CAUSE OF ACTION**

11 **REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA LABOR CODE PRIVATE**

12 **ATTORNEYS GENERAL ACT (PAGA)**

13 **(Labor Code § 2698, et seq.)**

14 **Alleged by Plaintiff on Behalf of All Aggrieved Employees**

15 257. Plaintiff re-alleges and incorporates by reference the allegations contained in the
16 paragraphs above, as though fully set forth herein.

17 258. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil
18 penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
19 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a
20 civil action brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Labor Code § 2699.3.

22 259. This cause of action involves allegations of violations of Labor Code §§ 98.6, 204, 210,
23 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802,
24 which pursuant to Labor Code § 2699.5, provide for a civil penalty to be assessed and collected by the
25 LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or
26 herself and other current or former employees pursuant to the procedures specified in Labor Code §
27 2699.3.

260. Plaintiff exhausted his obligation to provide administrative notice and now seeks penalties on behalf of himself and other current and former California employees of Defendants.

261. Pursuant to Labor Code § 2699(a), Plaintiff seeks civil penalties, on behalf of himself and all other current and former employees of Defendants that worked in non-exempt positions in California.

262. Defendants employed Plaintiff and Plaintiff had one or more of the alleged violations committed against him. Therefore, Plaintiff is an "aggrieved employee" under PAGA because the alleged violators employed him and he had one or more of the alleged violations committed against him. As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in a PAGA Representative action.

263. Plaintiff seeks the recovery of all available civil penalties under Labor Code § 2699(a).

264. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

265. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide Plaintiff and Aggrieved Employees lawfully compliant meal periods and by failing to pay them meal period premium wages for each day a meal period was not provided. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee per pay period for each subsequent violation.

266. Defendants violated Labor Code §§ 204 and 226.7 by failing to authorize and permit Plaintiff and Aggrieved Employees to take duty-free rest periods and by failing to pay them rest period premium wages for each day a rest period was not provided. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee per pay period for each subsequent violation.

267. Defendants violated Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198 by not paying Plaintiff and other Aggrieved Employees all minimum, regular, overtime, and/or

double time wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 1194 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

268. Under Labor Code § 210(a), Defendants, in addition to, and entirely independent and apart from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved employee as provided in Labor Code § 204, as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each aggrieved employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved employee, plus 25 percent of the amount unlawfully withheld. This amount shall be recovered on behalf of the Labor Commissioner.

269. Defendants violated Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and other Aggrieved Employees all wages due upon their separation from employment. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation for these violations.

270. Defendants violated Labor Code §§ 226(a), 1174(d), and 1198 by failing to maintain records detailing premium wages for non-compliant breaks and knowingly and intentionally failing to maintain and provide Plaintiff and other Aggrieved Employees of Defendants with wage statements itemizing accurately all information required by Labor Code § 226(a), as alleged herein, including the total hours worked, all regular hours worked, all overtime hours worked, the applicable hourly rate per hour worked, and the total gross and net wages earned. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 226(a) and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

271. Defendants violated Labor Code § 2802 by failing to indemnify Plaintiff and other Aggrieved Employees for all necessary expenditures incurred by them in direct consequence of their

1 duties. Under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each
2 aggrieved employee per pay period for the initial violation of Labor Code § 2802, and \$200 for each
3 aggrieved employee per pay period for each subsequent violation.

4 272. Alternatively, Labor Code § 226.3 provides for a civil penalty in the amount of \$250 per
5 violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which the
6 employer fails to keep the records required in subdivision (a) of section 226.

7 273. Labor Code § 1174.5 provides a civil penalty of \$500 for any person employing labor who
8 willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174.

9 274. Defendants violated labor code sections 98.6 and 1102.5 by unlawfully retaliating against
10 Plaintiff.

11 275. Labor Code section 98.6(b)(3) states that an employer who violates Labor Code section
12 98.6 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to
13 other remedies available

14 276. Labor Code section 1102.5(f)(1) states that an employer who violates Labor Code section
15 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation in addition to
16 other remedies available.

17 277. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred
18 herein.

19 278. Plaintiff seeks to recover civil penalties on behalf of himself and other Aggrieved
20 Employees for Defendants' violations of the Labor Code, including but not limited to Defendants'
21 violations of Labor Code §§ 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
22 1197, 1197.1, 1198, and 2802 pursuant to Labor Code § 2698, et seq. The exact amount of the applicable
23 penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations
24 of this Court.

25 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, in his representative and individual capacity, prays for judgment against
28

Defendants in favor of the state of California, Plaintiff, and all other Non-Exempt Employees, as follows:

- a. For general damages;
- b. For special damages;
- c. For punitive and exemplary damages in an amount appropriate to punish Defendants for the wrongful conduct and set an example for others;
- d. For an award of liquidated damages to the extent permissible by Labor Code §§ 1194.2, 1197.1, and/or other applicable law;
- e. For all minimum, regular, overtime, and/or double time wages owed pursuant to Labor Code §§ 510, 558, 1194, 1197, and/or other applicable law;
- f. For premium wages pursuant to Labor Code § 226.7, and/or other applicable law;
- g. For waiting time penalties pursuant to Labor Code § 203, and/or other applicable law;
- h. For damages pursuant to Labor Code § 226(e)(1), Civil Code § 3281, and/or other applicable law;
- i. For reimbursement of necessary business expenses pursuant to Labor Code § 2802, with interest, and/or other applicable law;
- j. For any and all penalties available for the Labor Code and IWC Wage Order violations alleged herein, including penalties under Labor Code §§ 203, 210, 226(e)(1), 226.3, 558, 1174.5, 1197.1, and/or other applicable law;
- k. For injunctive relief pursuant to Labor Code § 226(h), Business & Professions Code § 17203, and/or other applicable law;
- l. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 226(e)(1), 226(h), 1194(a), 2802(c), and 2699(g); Code of Civil Procedure § 1021.5; and/or other applicable law, theory, or doctrine, including the substantial benefit doctrine and common fund doctrine;
- m. For a declaratory judgment that Defendants violated Labor Code §§ 98.6, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1174.5, 1194,

1194.2, 1197, 1197.1, 1198, and 2802; the "Hours and Days of Work," "Minimum Wages," "Records," "Meal Periods," and "Rest Periods" sections of the applicable IWC Wage Order; and Business & Professions Code §§ 17200, et seq.;

- n. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 2699(f), 2699(f)(2), 2699(f)(2)(A), 98.6., 1102.5 and other applicable law with seventy-five percent (75%) of such penalties allocated to the Labor and Workforce Development Agency and twenty-five percent (25%) allocated to the Aggrieved Employees, as required by Labor Code § 2699(i);
- o. For pre- and post-judgment interest to the extent permitted by California law;
- p. For appropriate equitable relief; and
- q. For any other relief the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury to the extent authorized by law.

Respectfully submitted,

Dated: February 17, 2026

ARCH LEGAL, P.C.

By: 

Nathan Reese

Ommar Chavez

Attorneys for Plaintiff Jorge Alberto Diaz
Martinez