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12 on behalf of the general public as
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14 **SUPERIOR COURT OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 MICHAELINE PONCE DE LEON on behalf of
17 the general public and all other aggrieved
18 employees,

19 Plaintiff,

20 vs.

21 NEIGHBORHOOD ENHANCEMENT TEAMS,
22 LLC, DBA PATROL N.E.T., a California limited
23 liability company; and DOES 1 through 20,
24 inclusive,

25 Defendants.

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County of Los Angeles
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Executive Officer/Clerk of Court,
By A. Zadorian, Deputy Clerk

CASE NO. **26STCV17412**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 et seq.)**

COMES NOW Plaintiff MICHAELINE PONCE DE LEON ("Plaintiff"), on behalf of the general public as private attorney general and behalf of all others similarly situated, asserts claims against Defendant NEIGHBORHOOD ENHANCEMENT TEAMS, LLC, DBA PATROL N.E.T., ("Patrol N.E.T."), a California limited liability company, and DOES 1-20, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq.* PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendants implemented policies and practices which led to unpaid wages and wage and hour violations resulting from Defendants': (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods before the end of the fifth hour worked and failure to pay an additional hour's of pay in lieu of providing a meal period before the end of the fifth hour worked; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay in lieu of providing a rest period; (e) failure to pay all wages earned and owed upon separation from Defendants' employ; (f) failure to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; (h) failure to indemnify for necessary business expenses; and (i) failure to timely pay regular wages when due. As a result, Plaintiff seeks penalties under Labor Code sections 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original

jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395 and 395.5. On information and belief, Defendants Patrol N.E.T. and DOES 1-20 are operating and doing business in Los Angeles, California, which is one of the counties where the Labor Code violations described in this complaint took place and where the liabilities of Patrol N.E.T. and DOES 1-20 arose. Each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California and within Los Angeles County and elsewhere in California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business in the State of California, including in the County of Los Angeles. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within Los Angeles County and the State of California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present (“liability period”), Defendants consistently maintained and enforced against Defendants’ Non-Exempt Employees (“Aggrieved Employees”), among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to

1 accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal
2 periods and failure to pay an additional hours of pay in lieu of providing a meal period; (d) failure
3 to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure
4 to pay an additional hour's of pay in lieu of providing a rest period; (e) failure to pay all wages
5 earned and owed upon separation from Defendant's employ; (f) failure to provide accurate itemized
6 wage statements; (g) knowingly or intentionally failing to maintain accurate and complete records;
7 (h) failure to indemnify for necessary business expenses; and (i) failure to timely pay regular wages
8 when due.

9 9. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to provide their Non-Exempt
11 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
12 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
13 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
14 workday that the rest was untimely, interrupted and/or not provided, as required by California state
15 wage and hour laws.

16 10. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have had a consistent policy of failing to pay overtime for hours worked in
18 excess of forty hours in a workweek or more than 8 hours in a workday.

19 11. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have had a consistent policy of failing to pay minimum wages and overtime
21 wages for all hours worked while subject to the control of Defendants.

22 12. On information and belief, during the statutory liability period and continuing to
23 the present (rest and meal period liability period), Defendants have had a consistent policy of
24 requiring their Non-Exempt Employees within the State of California, including Plaintiff, to work
25 at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay
26 at the employee's regular rate of compensation for each workday that the meal period was untimely,
27 interrupted and/or not provided, as required by California state wage and hour laws.
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1 13. On information and belief, as a result of these unlawful acts, Defendants failed to
2 pay the required meal and rest period premiums.

3 14. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

5 15. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have had a consistent policy of failing to provide accurate itemized wage
7 statements.

8 16. On information and belief, during the statutory liability period and continuing to
9 the present, Defendants have had a consistent policy of failing to indemnify work related expenses
10 incurred.

11 17. On information and belief, during the statutory liability period and continuing to
12 the present, Defendants have had a consistent policy of knowingly and intentionally failing to
13 maintain accurate and complete records.

14 18. On information and belief, during the statutory liability period and continuing to
15 the present, Defendants have had a consistent policy of failing to timely pay Plaintiff and other
16 Non-Exempt Employees their regular wages on the designated pay date as required by California
17 law.

18 19. On information and belief, during the statutory liability period and continuing to
19 the present Defendants had a consistent policy of failing to timely pay Plaintiff and other Non-
20 Exempt Employees all wages due and owing on the designated pay day. Further, Defendants had a
21 consistent policy of failing to timely pay Plaintiff and other Non-Exempt Employees all wages due
22 and owing within the 16th and 26th day of the month for labor performed between the 1st and 15th
23 days and within the 1st and 10th day of the month for labor performed between the 16th day and
24 last day of the month as prescribed by statute.

25 20. Plaintiff, on behalf of the general public as private attorney general and all other
26 aggrieved employees, bring this action pursuant to Labor Code sections 2698, *et seq.*, for violations
27 enumerated under 2699.5 as follows: sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3,
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226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

21. Plaintiff MICHAELINE PONCE DE LEON is a resident of Los Angeles County, California, who was employed by Defendants in Los Angeles County, California as a non-exempt employee who provided notice to the Labor and Workforce Development Agency within the last year preceding the filing of this action. Specifically, Plaintiff was employed by Patrol N.E.T and/or DOES 1-20 as a Security Dispatcher from approximately February 2025 to November 2025. Plaintiff's duties as a Security Dispatcher included performing security and/or security dispatch services for Defendants' clients throughout California.

22. As Defendants' employee, Plaintiff, and all other aggrieved employees subsequently suffered and were regularly required to:

- (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week without being paid applicable overtime; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- (b) perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- (c) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- (d) work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

- (e) not be paid all wages upon separation from Defendant's employment ("IWC");
- (f) not be reimbursed for business related expenses, including unlawful deductions;
- (g) not be provided accurate itemized wage statements;
- and
- (h) not be timely paid all regular wages when due.

23. Plaintiff seeks penalties under Labor Code sections 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

24. On information and belief, Defendants Patrol N.E.T and DOES 1-20, inclusive (collectively "Defendants") operate in and are authorized to conduct business in the State of California, including in Los Angeles County, and employ numerous non-exempt employees in the State of California.

25. On information and belief, Defendants provide security and/or security dispatch services throughout California, including in Los Angeles County.

26. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

27. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business

1 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
2 to the other defendants.

3 IV. GENERAL ALLEGATIONS

4 28. Plaintiff is informed and believes, and based thereon alleges that Defendants
5 employ or employed Non-Exempt Employees throughout California during the liability period.
6 Plaintiff and all other aggrieved employees were compensated generally based upon an hourly rate
7 and have at all times pertinent hereto been non-exempt within the meaning of the California Labor
8 Code and the implementing rules and regulations of the IWC California Wage Orders.

9 29. On information and belief, and during the relevant time frame, all aggrieved
10 employees were residents of California and citizens of the United States.

11 30. On information and belief, Defendants operated as a security and security dispatch
12 company throughout California, including in Los Angeles County. Plaintiff was employed as a non-
13 exempt Security Dispatcher for Defendants and was responsible for performing security and/or
14 dispatch services for Defendants' clients.

15 31. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt
16 from the Employment Laws and Regulations, in that she routinely spent a majority of her working
17 hours performing duties delegated to non-exempt employees including, but not limited to,
18 performing security and/or dispatch services for Defendants clients.

19 32. Throughout Plaintiff's entire employment with Defendants, Plaintiff spent few to
20 none of her working hours performing work that was primarily intellectual, managerial or creative,
21 or work that required the regular and customary exercise of discretion and independent judgment
22 with respect to matters of significance on more than an occasional basis.

23 33. During Plaintiff's employment with Defendants, Plaintiff was either required to
24 work through mandatory meal and rest breaks or was often times interrupted during her meal and
25 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
26 provided with or allowed to take her mandatory meal break within the first five hours of work. On
27 information and belief, Plaintiff and other similarly situated employees were not paid for their
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missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite Defendants' pressuring of employees to work through breaks.

34. During Plaintiff's employment with Defendants, Plaintiff was regularly required to work over 8 hours in one day, and/or over 40 hours in one week. On information and belief, Plaintiff and other similarly situated employees were not paid for all overtime worked.

35. Upon information and belief, Defendants regularly failed to pay Plaintiff and other non-exempt employees for all hours worked including minimum wage and overtime pay.

36. As a consequence, Plaintiff and other similarly situated non-exempt employees were not paid all wages upon termination and were not provided accurate wage statements.

37. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all hours/time worked, as Defendants would regularly suffer and permit Plaintiff and Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not compensated for hours worked off the clock. For example, Defendants, among other things, directed Plaintiff and Aggrieved Employees to continue to work in excess of 8 hours a day and/or 40 hours a week, such that employees overall lost hours worked. This practice resulted in Plaintiff and Aggrieved Employees being subjected to Defendants' unlawful policy of not compensating Plaintiff and Aggrieved Employees for all hours worked including overtime while under the control of Defendants. Defendants' unlawful off-the-clock policy over time resulted in a large and disproportionate underpayment of wages including overtime wages to Plaintiff and Aggrieved Employees.

38. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes for many of the work days such employees worked more than six (6) hours, were not provided uninterrupted second meal periods of at least thirty (30) minutes for any work days such employees worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants in lieu thereof, all in violation of the California Labor Code.

39. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were regularly required to work in excess of six (6) hours per day without Defendants providing them a

1 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and
2 the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
3 Aggrieved Employees were required to take shortened meal periods because they were given too
4 much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were not
5 provided lawful meal periods and were not provided with one hour of wages in lieu thereof under
6 Defendants' policies and practices, which included work schedules placed upon the Aggrieved
7 Employees from Defendants' management and supervisors to perform work at the expense of their
8 meal periods and Defendants' implementation of work schedules and workload requirements that
9 denied Aggrieved Employees all of their authorized meal periods. Plaintiff and the Aggrieved
10 Employees did not waive any of their authorized and required meal periods, nor did they receive
11 one hour of regular pay for each day Defendants failed to provide a lawful meal period.

12 40. Plaintiff is informed and believes that during the liability period, Plaintiff and
13 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
14 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief,
15 Defendants' management would require that Plaintiff and other aggrieved employees continue to
16 work throughout their scheduled shift without relief, and as a result would often have to take their
17 breaks late or be forced to skip their breaks. The Aggrieved Employees were also not provided with
18 one hour of wages in lieu thereof. Defendants' policies and practices included Defendants'
19 implementation of a work schedule and workload requirements that denied and failed to provide
20 the Aggrieved Employees all of their authorized rest periods, including first rest periods of at least
21 ten (10) minutes for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first
22 and second rest period of at least ten (10) minutes for every shift worked greater than six (6) hours.

23 41. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
24 hourly wages during the liability period, including by virtue of the fact that Defendants did not
25 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
26 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
27 during the rest and meal period liability period.
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1 42. Upon information and belief, Defendants failed to provide accurate itemized wage
2 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
3 accurately account for, among other things, gross wages earned, total hours worked, and net wages
4 earned. Further, Defendants failed to provide accurate wage statements as Defendants' wage
5 statements do not identify premium pay or pay period start dates as required by Labor Code section
6 226.

7 43. Upon information and belief, Defendants failed to reimburse and/or indemnify
8 Plaintiff and Aggrieved Employees for all necessary expenditures incurred, including but not
9 limited to cellular phone expenses and work-related travel expenses.

10 44. Upon information and belief, Defendants failed to keep accurate records pursuant
11 to Labor Code section 1174.5.

12 45. Upon information and belief, Defendants failed to timely pay Plaintiff and
13 Aggrieved Employees their regular wages on the designated pay date as required by California law,
14 including Labor Code section 204.

15 46. Upon information and belief, Defendants knew and/or should have known that it is
16 improper to implement policies and commit unlawful acts such as:

- 17 (a) requiring employees to work over eight (8) hours in a day and forty (40)
18 hours in a work week without being provided the required overtime pay;
- 19 (b) requiring employees to perform work subject to the control of the Defendant
20 without being compensated at least minimum wages;
- 21 (c) requiring employees to work four (4) hours or a major fraction thereof
22 without being provided a minimum ten (10) minute rest period and without
23 compensating the employees with one (1) hour of pay at the employees'
24 regular rate of compensation for each workday that a rest period was not
25 provided;
- 26 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
27 day without being provided an uninterrupted thirty-minute meal period
28 and/or a second meal period, and without compensating employees with one

(1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(e) requiring employees to incur necessary business expenses without indemnification and/or reimbursement, including unlawful deductions from employees pay;

(f) failing to pay all wages earned during the regular pay period;

(g) failing to pay all wages earned upon separation from Defendants' employ;

(h) failing to provide accurate itemized wage statements;

and

(i) failing to timely pay all regular wages when due.

47. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to so.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT – LABOR CODE §§ 2698 *et seq.*

48. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

49. On or about March 20, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and a copy was also mailed via certified mail to Defendants indicating that they were on notice of the claims alleged here and that the notice requirement has been satisfied. More than sixty-five days have passed and the LWDA has not indicated intent to investigate the claims and Defendants did not provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

1 50. Plaintiff is an aggrieved employee as defined in Labor Code section 2699(a).
2 Plaintiff brings this cause of action on behalf of the general public and all non-exempt aggrieved
3 employees, acting on behalf of the California Attorney General as private attorney general.

4 51. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
5 due and owing for which Defendants are liable due to numerous Labor Code violations as set forth
6 in this Complaint, including without limitation, Labor Code sections 201-203, 204, 210, 218, 218.5,
7 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a)
8 and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section
9 11000 *et seq.*

10 52. At all times relevant, Plaintiff and all other aggrieved employees regularly
11 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
12 rest break requirements of the applicable IWC wage order and the Labor Code.

13 53. Defendants violated Labor Code sections 510, 558, and 1194 by failing to
14 accurately pay overtime wages as discussed above due to Defendants' unlawful off the clock policy
15 and failure to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek.
16 Therefore, Defendants violated sections 510, 558 and 1194 by not compensating its Non-Exempt
17 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
18 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
19 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
20 or forty (40) hours in a work week.

21 54. Defendants also violated Labor Code sections 200, 1194, and 1197 for failing to
22 pay minimum wages as described above. Labor Code section 1197 provides that employees are to
23 be paid minimum wage for each hour worked and cannot be averaged and/or payment of a lesser
24 wage than the established minimum is unlawful.

25 55. Defendants violated Labor Code sections 512 and 226.7 by failing to provide
26 timely, uninterrupted meal periods and requiring unlawful on-duty meal periods, or compensation
27 in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a
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1 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
2 minutes in which the employee is relieved of all of his or her duties.

3 56. Defendants violated Labor Code section 204 by failing to timely pay Plaintiff and
4 all other aggrieved employees their regular wages on the designated pay date. Labor Code section
5 204 provides that covered employees are entitled to receive all wages earned for the pay period on
6 the designated regular payday. On information and belief, Defendants failed to pay Plaintiff and
7 Aggrieved Employees all regular wages due on the designated regular paydays during the liability
8 period.

9 57. Defendants failed to provide Plaintiff and all other aggrieved employees
10 uninterrupted duty-free first meal periods of not less than thirty (30) minutes. Defendants
11 implemented and enforced policies and practices which required employees to work during their
12 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty
13 (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and
14 all other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

15 58. Plaintiff, and on information and belief, all aggrieved employees, were
16 systematically not permitted or authorized to take one ten-minute rest period for every four hours
17 worked or major fraction thereof, which is a violation of the Labor Code and IWC Wage Order No.
18 7-2001, section 12. On shifts where Plaintiff and aggrieved employees worked in excess of three
19 and a half hours, they were routinely not permitted or authorized to take lawful rest periods.
20 Plaintiff, and on information and belief, aggrieved employees, were not compensated with one hour
21 of wages for every day in which a rest period was missed, untimely or cut short as a result of
22 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
23 rest period for every four hours or major fraction thereof worked per day, and by failing to provide
24 compensation for such unprovided rest periods as alleged above, Defendants willfully violated the
25 provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

26 59. Defendants failed to reimburse Plaintiff and other similarly aggrieved employees
27 for all necessary expenditures required by Defendants, including but not limited to cellular phone
28 expenses and work-related travel expenses, in violation of Labor Code section 2802.

1 60. On information and belief, Defendants failed to provide accurate itemized wage
2 statements pursuant to Labor Code section 226 which failed to include all hours worked, including
3 off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums
4 earned, which are due and owing to Plaintiff and the aggrieved employees. As a result, Plaintiff
5 and Aggrieved Employees were harmed as they are unable to determine if they were appropriately
6 compensated for all hours worked.

7 61. On information and belief, Defendants failed to maintain accurate records as
8 required by Labor Code section 1174.5.

9 62. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved Employees
10 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
11 worked.

12 63. Plaintiff and the Representative Aggrieved Employees are entitled to recover
13 penalties and attorneys' fees and costs under Labor Code sections 2698, *et seq.*

14 **PRAYER FOR RELIEF**

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

- 16 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
- 17 2. For reasonable attorneys' fees and costs; and
- 18 3. For such other and further relief as the Court deems proper.

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20 Dated: June 3, 2026

21 **MAKAREM & ASSOCIATES, APLC**

22 By: Joshua Epstein
23 Joshua I. Epstein
24 Attorney for Plaintiff on behalf of the general
25 public as private attorney general
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