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Superior Court of California,
County of San Francisco

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Deputy Clerk

Attorneys for Plaintiff JOMAR DE
LA CUEVA on behalf of the general
public and all aggrieved employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JOMAR DE LA CUEVA on behalf of the general
public and all aggrieved employees,

Plaintiff,

vs.

GREENTREE PROPERTY MANAGEMENT,
INC., a California corporation; VERITAS
INVESTMENTS, INC., a California corporation;
and DOES 1-20, inclusive,

Defendants.

CASE NO.

CGC-26-639149

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

COMES NOW Plaintiff JOMAR DE LA CUEVA (“Plaintiff”), on behalf of the general public as private attorney general and behalf of all others similarly situated, asserts claims against Defendants GREENTREE PROPERTY MANAGEMENT, INC., a California corporation, VERITAS INVESTMENTS, INC., a California corporation, 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. As set forth below, Defendants implemented policies and practices which led to unpaid wages 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 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) failing to pay all wages earned and owed upon separation from Defendant’s employ; and (f) failing to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for necessary business expenses. 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.

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

6 5. Venue is proper in this judicial district pursuant to Code of Civil Procedure section
7 395. Defendants GREENTREE PROPERTY MANAGEMENT, INC. and VERITAS
8 INVESTMENTS, INC. operate and do business in, California – San Francisco County, and each
9 Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts
10 alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of
11 California and within San Francisco County and elsewhere in California.

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

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

22 8. On information and belief, during the statutory liability period and continuing to the
23 present (“liability period”), Defendants consistently maintained and enforced against Defendants’
24 Non-Exempt Employees (“Aggrieved Employees”), among others, the following unlawful practices
25 and policies, in violation of California state wage and hour laws (a) failure to accurately pay overtime
26 wages, (b) failure to pay minimum wages (c) failure to provide meal periods and failure to pay an
27 additional hours of pay in lieu of providing a meal period; (d) failure to authorize and permit rest
28 breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s

1 of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation
2 from Defendant's employ; (f) failing to provide accurate itemized wage statements; (g) knowingly
3 or intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for
4 necessary business expenses.

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

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

15 11. On information and belief, during the statutory liability period and continuing to the
16 present, Defendants have had a consistent policy of failing to pay minimum wages, overtime wages,
17 and wages earned on a regular pay period for all hours worked while subject to the control of
18 Defendants.

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

25 13. On information and belief, as a result of these unlawful acts, Defendants failed to pay
26 the required meal and rest period premiums.

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

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

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

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

18. Plaintiff, on behalf of the general public as private attorney general and all other aggrieved employees, bring this action pursuant to Labor Code sections 2698, *et seq.*, for violations enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 226, 226.3, 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

19. Plaintiff JOMAR DE LA CUEVA is a resident of San Francisco County, California, who was employed by Defendants in San Francisco 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 Defendants as a Building Maintenance employee in San Francisco County, California. Plaintiff's duties as a Building Maintenance employee included but were not limited to performing building maintenance tasks at various properties throughout San Francisco County and surrounding areas, driving his personal vehicle between work sites, purchasing materials and supplies for use on the job, and communicating with supervisors regarding work orders.

20. 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; and
- (g) not be provided accurate itemized wage statements.

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 GREENTREE PROPERTY MANAGEMENT, INC.; VERITAS INVESTMENTS, INC.; and DOES 1-20, inclusive (collectively “Defendants”) operate in and are authorized to conduct business in the State of California, including in San Francisco County, and employ numerous non-exempt employees in the State of California.

1 25. On information and belief, Defendant GreenTree Property Management, Inc. is a
2 California corporation that provides real property management services throughout the State of
3 California, including throughout San Francisco County. On information and belief, Defendant
4 Veritas Investments, Inc. is a California corporation that provides real property investment and
5 management services throughout the State of California, including throughout San Francisco County.
6 On information and belief, Defendant GreenTree operates under or in connection with Defendant
7 Veritas Investments, Inc.

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

14 27. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
15 indirectly, or through agents or other persons, employed Plaintiff and other members of the
16 Representative Group, and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
18 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan
19 or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
20 other defendants.

21 IV. GENERAL ALLEGATIONS

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

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

1 30. On information and belief, Defendants operated as real property management and
2 investment companies throughout the State of California, including in San Francisco County.
3 Plaintiff was employed as a Building Maintenance employee for Defendants and was primarily
4 responsible for performing building maintenance tasks at various properties throughout San
5 Francisco County and surrounding areas.

6 31. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt from
7 the Employment Laws and Regulations, in that he routinely spent a majority of his working hours
8 performing duties delegated to non-exempt employees including, but not limited to performing
9 building maintenance tasks at various properties, driving his personal vehicle between work sites,
10 purchasing materials and supplies for use on the job, and responding to work orders.

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

15 33. During Plaintiff's employment with Defendants, Plaintiff was either required to
16 work through mandatory meal and rest breaks or was often times interrupted during his meal and
17 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
18 provided with or allowed to take his mandatory meal break within the first five hours of work
19 because he was provided too much work to do and had no one to relieve him for such a break. On
20 information and belief, Plaintiff and other similarly situated employees were not paid for their
21 missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite
22 Defendants' pressuring of employees to work through breaks.

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

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

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

3 37. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
4 compensated for all hours/time worked, as Defendants would regularly suffer and permit Plaintiff
5 and Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not
6 compensated for hours worked off the clock. For example, Defendants, among other things,
7 required Plaintiff and Aggrieved Employees to continue working during “breaks” such that Plaintiff
8 and Aggrieved Employees overall lost hours worked and Plaintiff and Aggrieved Employees’ pay
9 for a day was capped at 8 hours even when they worked overtime. This practice resulted in Plaintiff
10 and Aggrieved Employees being subjected to Defendants’ unlawful policy of not compensating
11 Plaintiff and Aggrieved Employees for all hours worked including overtime while under the control
12 of Defendants. Defendants’ unlawful off-the-clock policy over time resulted in a large and
13 disproportionate underpayment of wages including overtime wages to Plaintiff and Aggrieved
14 Employees.

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

21 39. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
22 regularly required to work in excess of six (6) hours per day without Defendants providing them a
23 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and
24 the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
25 Aggrieved Employees were required to take shortened meal periods because they were given too
26 much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were not
27 provided lawful meal periods and were not provided with one hour of wages in lieu thereof under
28 Defendants’ policies and practices, which included work schedules placed upon the Aggrieved

1 Employees from Defendants' management and supervisors to perform work at the expense of their
2 meal periods and Defendants' implementation of work schedules and workload requirements that
3 denied Aggrieved Employees all of their authorized meal periods. Plaintiff and the Aggrieved
4 employees did not waive any of their authorized and required meal periods, nor did they receive
5 one hour of regular pay for each day Defendants failed to provide a lawful meal period.

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

17 41. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
18 hourly wages during the liability period, including by virtue of the fact that Defendants did not
19 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
20 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
21 during the rest and meal period liability period.

22 42. Upon information and belief, Defendants failed to provide accurate itemized wage
23 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
24 accurately account for all hours worked. Further, Defendants failed to provide accurate wage
25 statements as Defendants' wage statements do not identify premium pay or pay period start dates
26 as required by Labor Code § 226.

1 43. Upon information and belief, Defendants failed to reimburse and/or indemnify
2 Plaintiff and Aggrieved Employees for all necessary expenditures incurred, including but not
3 limited to personal cell phone use.

4 44. Upon information and belief, Defendants failed to keep accurate records pursuant to
5 Labor Code § 1174.5.

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

- 8 (a) requiring employees to work over eight (8) hours in a day and forty (40)
9 hours in a work week without providing the required overtime pay;
 - 10 (b) requiring employees to perform work subject to the control of the
11 Defendants without providing compensation of at least minimum wages;
 - 12 (c) requiring employees to work four (4) hours or a major fraction thereof
13 without providing a minimum ten (10) minute rest period and without
14 compensating the employees with one (1) hour of pay at the employees'
15 regular rate of compensation for each workday that a rest period was not
16 provided;
 - 17 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
18 day without providing an uninterrupted thirty-minute meal period and/or a
19 second meal period, and without compensating employees with one (1) hour
20 of pay at the regular rate of compensation for each workday that such a meal
21 period was not provided;
 - 22 (e) requiring deductions for work performed before scheduled shifts or during
23 breaks, while under the Defendants' control, daily and without
24 compensation;
 - 25 (f) requiring employees to incur necessary business expenses without
26 indemnification and/or reimbursement, including personal cell phone use;
 - 27 (g) failing to pay all wages earned during the regular pay period;
- 28

- 1 (h) failing to pay all wages earned upon separation from Defendants' employ;
2 and
3 (i) failing to provide accurate itemized wage statements.

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

8 **V. REPRESENTATIVE CLAIMS**

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

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

12 48. On or about February 19, 2026, Plaintiff complied with notice requirements pursuant
13 to Labor Code section 2699.3 as to Defendant Veritas Investments, Inc. Copies of the notices were
14 electronically submitted to the LWDA and copies were also mailed via certified mail to Defendants
15 indicating that they were on notice of the claims alleged here and that the notice requirements have
16 been satisfied. On or about March 24, 2026, Plaintiff complied with notice requirements pursuant to
17 Labor Code section 2699.3 as to Defendant GreenTree Property Management, Inc. Copies of the
18 notices were electronically submitted to the LWDA and copies were also mailed via certified mail
19 to Defendants indicating that they were on notice of the claims alleged here and that the notice
20 requirements have been satisfied. More than sixty-five days have passed from the filing of each
21 notice and the LWDA has not indicated intent to investigate the claims and Defendants did not
22 provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed
23 with this action in a representative capacity. The substance and violations set forth in this Complaint
24 of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA
25 Representative Action Complaint to the LWDA.

26 49. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff
27 brings this cause of action on behalf the general public and all non-exempt aggrieved employees,
28 acting on behalf of the California Attorney General as private attorney general.

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

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

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

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

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

27 55. Defendants failed to provide Plaintiff and all other aggrieved employees
28 uninterrupted duty-free first meal periods of not less than thirty (30) minutes. Defendants

1 implemented and enforced policies and practices which required employees to work during their
2 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty
3 (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all
4 other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

5 56. Plaintiff, and on information and belief, all aggrieved employees, were systematically
6 not permitted or authorized to take one ten-minute rest period for every four hours worked or major
7 fraction thereof, which is a violation of the Labor Code and IWC wage order 5-2001, section 12. On
8 shifts where Plaintiff and aggrieved employees worked in excess of three and a half hours, they were
9 routinely not permitted or authorized to take lawful rest periods. Plaintiff, and on information and
10 belief, aggrieved employees, were not compensated with one hour of wages for every day in which
11 a rest period was missed, untimely or cut short as a result of Defendants' policies, practices, or work
12 demands. By failing to authorize and permit a ten-minute rest period for every four hours or major
13 fraction thereof worked per day, and by failing to provide compensation for such unprovided rest
14 periods as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7,
15 512 and the applicable IWC Wage Order.

16 57. Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for
17 all necessary expenditures required by Defendants, including requiring Plaintiff and Aggrieved
18 Employees to use personal cell phones for Defendants' benefit without providing reimbursement,
19 failing to provide sufficient reimbursement for materials and supplies purchased for work purposes,
20 and failing to provide sufficient mileage reimbursements for work-related travel, in violation of
21 Labor Code section 2802.

22 58. On information and belief, Defendants failed to provide accurate itemized wage
23 statements pursuant to Labor Code section 226 which failed to include, all hours worked, including
24 off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums
25 earned, which are due and owing to Plaintiff and the aggrieved employees. As a result, Plaintiff and
26 Aggrieved Employees were harmed as they are unable to determine if they were appropriately
27 compensated for all hours worked.
28

1 59. On information and belief, Defendants failed to maintain accurate records as required
2 by Labor Code section 1174.5.

3 60. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
4 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

5 61. Plaintiff and the Representative Aggrieved Employees are entitled to recover
6 Penalties and attorneys' fees and costs under Labor Code sections 2698, *et seq.*

7 **PRAYER FOR RELIEF**

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

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

12

13 Dated: July 21, 2026

14 **MAKAREM & ASSOCIATES, APLC**

15 By: Joshua Epstein
16 Joshua I. Epstein
17 Attorney for Plaintiff on behalf of the general
18 public and all aggrieved employees

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