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all others similarly situated, and on behalf of the general public

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANTHONY ZEPEDA, on behalf of
himself, all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

R.A. SNYDER PROPERTIES, INC. and
DOES 1-100,

Defendants.

Case No. 26CU042894C

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) **Failure to Pay All Straight Time and Minimum Wages;**
- 2) **Failure to Pay All Overtime Wages;**
- 3) **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 5-2001(11); Cal. Code Regs., tit. 8 § 11050);**
- 4) **Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 5-2001(12); Cal. Code Regs. Title 8 § 11050);**
- 5) **Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);**
- 6) **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);**
- 7) **Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11050(8));**
- 8) **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).**
- 9) **Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA").**

DEMAND FOR JURY TRIAL

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Attorneys for ANTHONY ZEPEDA, on behalf of himself,
all others similarly situated, and on behalf of the general public

1 Plaintiff Anthony Zepeda (“Plaintiff”), on behalf of himself, all others similarly situated, and on
2 behalf of the general public, complains of Defendant R.A. SNYDER PROPERTIES, INC..
3 (“Defendant”) and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to *California Code of Civil Procedure* section 382 on behalf
5 of Plaintiff and all hourly, non-exempt employees who are presently or were formerly
6 employed by Defendant and/or DOES and/or their subsidiaries or affiliated companies
7 and/or predecessors within the State of California.

8 2. At all times mentioned herein, Defendant and/or DOES have conducted business in San
9 Diego County and elsewhere within California.

10 3. At all times mentioned herein, Defendant and/or DOES, within the State of California,
11 have, among other things, employed current and former hourly, non-exempt employees.

12 4. Throughout the time period that includes the four (4) years prior to filing this action to the
13 present (the “Statutory Period”), Defendant and/or DOES have maintained uniform
14 policies that violate the wage and hour rights of Plaintiff and similarly situated hourly, non-
15 exempt employees in the manner complained of herein.

16 5. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
17 and/or practice of not paying Plaintiff and similarly situated hourly, non-exempt employees
18 all wages owed.

19 6. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy of
20 requiring hourly, non-exempt employees within the State of California, including Plaintiff,
21 to work through meal periods and work at least five (5) hours without a meal period and
22 failing to pay such employees one (1) hour of pay at the employees’ regular rate of
23 compensation for each workday that the meal period is not provided, or other
24 compensation, as required by California’s state wage and hour laws.

25 7. Throughout the Statutory Period, Defendant and/or DOES did not have a policy of allowing
26 Plaintiff and similarly situated hourly, non-exempt employees working shifts of ten (10) or
27 more hours in a day to take a second meal period of not less than thirty (30) minutes as
28 required by the applicable Wage Order of the IWC.

- 1 8. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy of
2 requiring hourly, non-exempt employees within the State of California, including Plaintiff,
3 to work over ten (10) hours without providing an additional, uninterrupted meal period of
4 thirty (30) minutes and failing to pay such employees one (1) hour of pay at the employees'
5 regular rate of compensation for each workday that the meal period is not provided, or
6 other compensation, as required by California's state wage and hour laws.
- 7 9. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
8 and/or practice of requiring hourly non-exempt employees within the State of California,
9 including Plaintiff, to work for over four (4) hours, or a major fraction thereof, without a
10 ten (10) minute rest period, and failing to pay such employees one (1) hour of pay at the
11 employees' regular rate of compensation for each workday that the rest period is not
12 provide, or other compensation, as required by California's state wage and hour laws.
- 13 10. Throughout the Statutory Period, Defendant and/or DOES and/or their officers and/or
14 managing agents have had a consistent policy and/or practice of failing to reimburse
15 Plaintiff and hourly, non-exempt employees for business expenses incurred in the
16 discharge of their duties.
- 17 11. Throughout the Statutory Period, Defendant and/or DOES failed to provide Plaintiff and
18 Class Members with all wages they had been promised.
- 19 12. Throughout the Statutory Period, Defendant and/or DOES, by failing to lawfully pay
20 Plaintiff and those similarly situated all the wages they are owed, engaged in false, unfair,
21 fraudulent and deceptive business practices within the meaning of the Business and
22 Professions Code section 17200, et seq.
- 23 13. Throughout the Statutory Period, Defendant's and/or DOES' employees, including
24 Plaintiff and those similarly situated were not provided all straight time and minimum
25 wages owed, meal periods and rest periods, or compensation in lieu thereof, as mandated
26 under the California Labor Code, and the implementing rules and regulations of the
27 Industrial Welfare Commissions ("IWC") California Wage Orders.
- 28 14. Throughout the statutory period, Defendant's and/or DOES' hourly non-exempt

- 1 employees, including Plaintiff, were not provided with accurate and itemized employee
2 wage statements.
- 3 15. Defendant and/or DOES failed to comply with Labor Code section 226, subdivision (a),
4 by itemizing in wage statements all hourly compensation and accurately reporting total
5 hours worked by Plaintiff and the members of the proposed class. Plaintiff and members
6 of the proposed class are entitled to penalties not to exceed \$4,000 for each employee
7 pursuant to Labor Code section 226(b).
- 8 16. Defendant and/or DOES have failed to comply with IWC Wage Order 5-2001(7) by failing
9 to maintain accurate time records showing hourly compensation, when the employee
10 begins and ends each workday and total daily hours worked by itemizing in wage
11 statements and accurately reporting total hours worked by Plaintiff and members of the
12 proposed class.
- 13 17. Defendant's and/or DOES' failure to retain accurate records of total hours worked by
14 Plaintiff and the proposed class was willful and deliberate, was a continuous breach of
15 Defendant's and/or DOES' duty owed to Plaintiff and the proposed class.
- 16 18. Throughout the statutory period, Defendant's and/or DOES' employees, including Plaintiff
17 those similarly situated, were not timely paid all wages owed to them at the time of
18 termination.
- 19 19. Defendant and/or DOES are and were aware that Plaintiff and members of the proposed
20 class were not paid all straight time and minimum wages owed, nor provided meal and rest
21 periods. Defendant's and/or DOES' denial of wages and other compensation due to
22 Plaintiff and members of the proposed class was willful and deliberate.
- 23 20. Defendant and/or DOES, each and collectively, controlled the wages, hours, and working
24 conditions of Plaintiff and the proposed class, creating a joint-employer relationship over
25 Plaintiff and the proposed class.
- 26 21. Plaintiff, on behalf of himself and all of Defendant's and/or DOES' hourly, non-exempt
27 employees employed at any time during the Statutory Period brings this action pursuant to
28 *California Labor Code* sections 201-203, 218, 218.5, 222, 223, 224, 226, subd. (b), 226.3,

226.7, 248.2, 248.6, 510, 512, 515, 558, 1194, 1194.2, 1197, 2802 and *California Code of Regulations*, Title 8, sections 11050 and 3395, seeking unpaid wages, overtime, meal and rest period compensation, reimbursement, illegal deductions, penalties, injunctive and other equitable relief, relief under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and reasonable attorneys’ fees and costs.

22. Plaintiff, on behalf of himself and all of Defendant’s and/or DOES’ hourly, non-exempt employees employed at any time during the Statutory Period, pursuant to *California Business and Professions Code* sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant and/or DOES enjoyed from their failure to pay all straight time wages, overtime wages, promised wages, and meal and rest period compensation.

I. VENUE

23. Venue as to each Defendant and/or DOES is proper in this judicial district, pursuant to *California Code of Civil Procedure* section 395. Defendant and/or DOES conduct business and commit *California Labor Code* violations within San Diego County, and each Defendant and/or DOE is within California for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California and within San Diego County. Defendant and/or DOES employ numerous hourly, non-exempt employees who perform and/or performed work for Defendant in San Diego County, California during the Statutory Period.

II. PARTIES

A. Plaintiff.

24. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the Statutory Period, Plaintiff was employed by Defendant and/or DOES in California as an hourly, non-exempt employee, with the job title of maintenance technician.

25. Plaintiff and the proposed class of similarly situated hourly, non-exempt employees are covered by, inter alia, California IWC Occupational Wage Order No. 5-2001, and Title 8, *California Code of Regulations*, section 11050.

B. Defendants.

26. At all relevant times herein, Defendant and/or DOES employs Plaintiff and Class Members in order to provide property management services to its clients throughout California.

27. Defendant and/or DOES. is a California corporation and a full-service property management company based out of San Diego, California, managing at least 116 residential and commercial properties in California. Upon information and belief, Defendant and/or DOES maintains a single, centralized Human Resources (HR) department at its company headquarters in San Diego, California, for all non-exempt, hourly paid employees working for Defendant and/or DOES in California, including Plaintiff and other class members. At all relevant times Defendant and/or DOES issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Plaintiff and Class Members, regardless of their location or position.

28. Upon information and belief, Defendant and/or DOES maintains a centralized Payroll department at its company headquarters in San Diego, California, which processes payroll for all non-exempt, hourly paid employees working for Defendant and/or DOES in California, including Plaintiff and class members. Further, Defendant and/or DOES issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Plaintiff and class members, irrespective of their location, position, or manner in which each employee's employment ended. In other words, Defendant and/or DOES utilized the same methods and formulas when calculating wages due to Plaintiff and class members in California.

29. On information and belief, Defendant and/or DOES exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

30. Defendant and/or DOES have numerous offices and/or contacts in the State of California. On information and belief, California is the operation nerve center of one or more Defendant and/or DOES.

1 31. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 Defendant DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
3 these Defendant by such fictitious names under *California Code of Civil Procedure* section
4 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
5 Defendant designated herein as a DOE is legally responsible in some manner for the
6 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
7 to reflect the true names and capacities of the Defendant designated hereinafter as DOES
8 when such identities become known.

9 32. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
10 DOE acted in all respects pertinent to this action as the agent of the other Defendant and/or
11 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
12 and the acts of each Defendant and/or DOES are legally attributable to the other Defendant
13 and/or DOES.

14 **III. CLASS ACTION ALLEGATIONS**

15 33. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
16 action pursuant to section 382 of the *California Code of Civil Procedure*. Plaintiff seeks to
17 represent a Class composed of and defined as follows:

18
19 All California citizens who are employed or have been employed by
20 Defendant and/or DOES in the State of California as hourly, non-
21 exempt employees at any time during the period of the relevant
22 statute of limitations. ("Class Members")

23
24 Plaintiff also seeks to represent subclasses composed of and defined as follows:

25
26 All Class Members who worked one (1) or more shifts in excess of
27 five (5) hours.
28

1 All Class Members who worked one (1) or more shifts in excess of
2 six (6) hours.

3
4 All Class Members who worked one (1) or more shifts in excess of
5 ten (10) hours.

6
7 All Class Members who worked one (1) or more shifts in excess of
8 twelve (12) hours.

9
10 All Class Members who worked one (1) or more shifts in excess of
11 two (2) hours.

12
13 All Class Members who worked one (1) or more shifts in excess of
14 three and one-half (3.5) hours, but less than or equal to six (6) hours.

15
16 All Class Members who worked one (1) or more shifts in excess of
17 six (6) hours, but less than or equal to ten (10) hours.

18
19 All Class Members who worked one (1) or more shifts in excess of
20 ten (10) hours.

21
22 All Class Members who worked one (1) or more shifts in which they
23 received a wage statement for the corresponding pay period.

24
25 All Class Members who separated their employment from
26 Defendant and/or DOES.

27
28 All Class Members who incurred business expenses and were not

reimbursed.

34. Plaintiff reserves the right under Rule 1855, subdivision (b), *California Rules of Court*, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

35. This action has been brought and may properly be maintained as a class action under the provisions of *California Code of Civil Procedure* section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

36. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant and/or DOES currently employ, and during the liability period employed, over one hundred (100) Class Members in San Diego County during the liability period and who are or have been affected by Defendant's and/or DOES' policies of failure to pay all straight and overtime wages owed, failure to provide meal and/or rest periods without the appropriate legal compensation, willful failure to pay all wages due at time of separation from employment, and knowing and intentional failure to provide accurate and itemized employee wage statements. Accounting for employee turnover during the relevant periods increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's and/or DOES' employment records will provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality.

37. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

(1) Whether Defendant and/or DOES violated the *California*

1 *Labor Code* and/or applicable IWC Wage Orders in failing to pay its
2 employees all earned wages at the regular rate for all hours worked.

3 (2) Whether Defendant's and/or DOES' uniform policies and/or
4 practices whereby employees were pressured and/or incentivized to forego
5 taking meal and/or rest periods.

6 (3) Whether Defendant's and/or DOES' violated *California*
7 *Labor Code* section 226.7, IWC Wage Order No. 5-2001 or other applicable
8 IWC Wage Orders, and/or *California Code of Regulations*, Title 8, section
9 11050, by failing to authorize, permit, and/or provide thirty (30) minute
10 meal periods before the end of the fifth hour worked and/or failing to pay
11 said employees one (1) hour of pay at the employee's regular rate of
12 compensation for each work day that the rest period was not authorized,
13 permitted and/or provided.

14 (4) Whether Defendant and/or DOES violated *California Labor*
15 *Code* section 226.7, IWC Wage Order No. 5-2001 or other applicable IWC
16 Wage Orders, and/or *California Code of Regulations*, Title 8, section
17 11050, by failing to authorize, permit, and/or provide ten (10) minute rest
18 periods to its employees for every four (4) hours or major fraction thereof
19 worked and/or failing to pay said employees one (1) hour of pay at the
20 employee's regular rate of compensation for each work day that the rest
21 period was not authorized, permitted and/or provided.

22 (5) Whether Defendant and/or DOES have uniform policies
23 and/or practices of failing to provide employees accurate and itemized wage
24 statements.

25 (6) Whether Defendant and/or DOES knowingly and
26 intentionally failed to pay all wages owed to Plaintiff and the Class
27 Members at the time of termination.

28 (7) Whether Defendant and/or DOES knowingly and

intentionally fail to provide employees accurate and itemized wage statements.

(8) Whether Defendant and/or DOES willfully fail to pay, in a timely manner, wages owed to members of the proposed Class who left Defendant's and/or DOES' employ or who were terminated.

(9) Whether Defendant and/or DOES have uniform policies and/or practices of failing to reimburse members of the proposed Class for all necessary expenses incurred in the performance of their jobs.

38. The answer to each of these respective questions will generate a common answer capable of resolving class-wide liability in one stroke.

39. Said common questions predominate over any individualized issues and/or questions affecting only individual members.

C. Typicality.

40. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and caused by Defendant's and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

41. Plaintiff was subjected to the same uniform policies and/or practices complained of herein that affected all such employees. Thus, as Plaintiff was subjected to the same unlawful policies and practices as all employees, his claims are typical of the class he seeks to represent.

D. Adequacy of Representation.

42. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class.

43. Plaintiff is ready and willing to take the time necessary to help litigate this case.

44. Plaintiff has no conflicts that will disallow him to fairly and adequately represent and protect the interests of the members of the Class.

45. Counsel who represent Plaintiff are competent and experienced in litigating large

- 1 employment class actions.
- 2 46. Specifically, David Mara, Esq., Jill Vecchi, Esq., and Carter Cordura, Esq. of Mara Law
3 Firm, PC and Orlando Villalba, Esq., Helga Hakimi, Esq., Tyler Anderson, Esq., and
4 Jeffrey Jimenez, Esq. of Capstone Law APC are California lawyers in good standing.
- 5 47. Counsel who represent Plaintiff are competent and experienced in litigating large
6 employment class actions.
- 7 48. The lawyers at Mara Law Firm PC and Capstone Law APC have been named class counsel
8 in numerous cases.
- 9 49. Mara Law Firm PC's and Capstone Law APC' practice is primarily focused on
10 representing classes, large and small, on the basis of *California Labor Code* and IWC Wage
11 Order Violations similar to those alleged herein.
- 12 50. Mara Law Firm, PC and Capstone Law APC have the resources to take this case to trial
13 and judgment, if necessary.
- 14 51. The lawyers at Mara Law Firm, PC and Capstone Law APC have the experience, ability,
15 and ways and means to vigorously prosecute this case.
- 16 **E. Superiority of Class Action.**
- 17 52. A class action is superior to other available means for the fair and efficient adjudication of
18 this controversy. Individual joinder of all Class Members is not practicable, and questions
19 of law and fact common to the Class predominate over any questions affecting only
20 individual members of the Class. Each member of the Class has been damaged and is
21 entitled to recovery by reason of Defendant's and/or DOES' illegal policies and/or
22 practices of failing to pay all straight time and overtime wages owed, failing to provide
23 meal periods, failing to permit or authorize rest periods, willful failure to pay all wages
24 owed at termination, and knowingly and intentionally failing to comply with wage
25 statement requirements.
- 26 53. Class action treatment will allow those similarly situated persons to litigate their claims in
27 the manner that is most efficient and economical for the parties and the judicial system.
28 Plaintiff is unaware of any difficulties that are likely to be encountered in the management

of this action that would preclude its maintenance as a class action.

54. Because such common questions predominate over any individualized issues and/or questions affecting only individual members, class resolution is superior to other methods for fair and efficient adjudication.

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay All

Straight Time Wages

55. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

56. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked.

57. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

58. Plaintiff and those similarly situated Class Members were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of

1 reducing the agreed upon wage.

2 59. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Class
3 Members for all hours worked. Specifically, Defendant and/or DOES has a continuous and
4 company-wide policy of not accurately tracking all time worked by Plaintiff and Class
5 Members including tracking when Plaintiff and Class Members start shifts, when Plaintiff
6 and Class Members take meal periods, and when Plaintiff and Class Members end their
7 shifts. Defendant and/or DOES has not implemented a timekeeping system at its locations
8 and does not provide employees with any mechanism, such as a handwritten timesheet,
9 time clock, or electronic timekeeping system, to track and record their hours worked.
10 Instead, Defendant and/or DOES only pays Plaintiff and Class Members based according
11 to their scheduled hours.

12 60. Alternatively, on information and belief, during the relevant time period, Defendant and/or
13 DOES had, a company-wide policy and/or practice of requiring employees, including
14 Plaintiff and Class Members, to fill out handwritten timesheets and to submit them to
15 management for review and approval and/or had Defendant's and/or DOES' management
16 fill out the timesheets Plaintiff and Class Members, and thus maintained exclusive control
17 and discretion over employee punch-in and punch-out times. Upon information and belief,
18 Defendant's and/or DOES' management recorded only the scheduled shift start and end
19 times instead of Plaintiff's and Class Members' actual hours worked to limit the hours
20 employees were eligible to be compensated for.

21 61. As a result of these practices and/or policies Defendant and/or DOES did not compensate
22 Plaintiff and Class Members for the time they performed outside their scheduled shifts.
23 However, Plaintiff and Class Members routinely have to work beyond their scheduled
24 hours and during meal breaks as a result of their overly demanding work duties and
25 Defendant's and/or DOES' consistent practice of understaffing/ single-staffing properties.
26 Notably, Defendant and/or DOES require Plaintiff and Class Members to complete work
27 orders and provide services to tenants and properties in accordance with Defendant's
28 and/or DOES strict service timeframes/ turnaround times. For example, Plaintiff and Class

1 Members must service all work orders within 24 hours of being placed and must refurbish
2 any vacant units within five (5) working days or less. However, again, due to Defendant's
3 and/or DOES understaffing, these timeframes were not feasible. Notably, Plaintiff was the
4 only maintenance technician assigned to three of the five properties he was scheduled to
5 work at. As a result, Plaintiff and Class Members routinely work beyond their scheduled
6 hours in order to complete all of their work orders and tasks within Defendant's and or
7 DOES unreasonable service timeframes. Furthermore, Plaintiff and Class Member must
8 promptly answer and respond to communications from tenants and from Defendant and/or
9 DOES even when Plaintiff and Class Members are not scheduled to work. Plaintiff and the
10 Class Members are not paid for this time. For instance, Plaintiff routinely worked after his
11 scheduled shift end time cleaning common tenant areas and communicated with tenants
12 outside his scheduled shifts, which on information and belief, equated to at least twenty
13 minutes of unpaid time per week.

14 62. Furthermore, Defendant and/or DOES has a continuous, company-wide policy and/or
15 practice of improperly rounding employee clock-in and clock-out times to the nearest half
16 (0.5) of an hour. Defendant's and/or DOES' rounding policy resulted in the failure to
17 compensate Plaintiff and Class Members fully for all hours worked, causing Plaintiff and
18 Class Members to not be paid overtime wages for all of the overtime hours they actually
19 worked. Upon information and belief, Defendant's and/or DOES' rounding policy was,
20 and continues to be, unfair and has, over time, resulted in the underpayment of wages to
21 Plaintiff and Class Members. To the extent Defendant's and/or DOES' rounding policy
22 took away time worked that was eligible for compensation, Plaintiff and Class Members
23 were denied pay for all hours worked.

24 63. In addition, Defendant and/or DOES has had a continuous policy of not paying Plaintiff
25 and Class Members for all hours worked in that Defendant and/or DOES continuously and
26 consistently deducted meal periods for Plaintiff and Class Members and/or otherwise
27 recorded a meal period, even though Plaintiff and Class Members work through their meal
28 periods, were unable to take meal periods due to their demanding work responsibilities,

1 and/or were not free of all work duties and employer controls during meal periods. For
2 example, Plaintiff and Class Members must work through meal periods in order to satisfy
3 their overly demanding workloads and meet Defendant's and/or DOES strict service
4 timeframes. Moreover, Defendant and/or DOES has a consistently practice of
5 understaffing / single-staffing properties and as such, Plaintiff and Class Members are
6 unable to take meal periods due to a lack of coverage. Plaintiff regularly had to work
7 through his meal periods and/or cut meal periods short due to his demanding work duties
8 and the lack of coverage; on information and belief, Plaintiff estimates that this occurred
9 at least once a week. Additionally, Plaintiff and Class Members are effectively rendered
10 on-call during meal periods, as they must have their phones with them during meal periods
11 and must immediately respond to communications from tenants and/or Defendant and/or
12 DOES even during meal periods. As such Plaintiff and Class Members are not relieved of
13 Defendant's and/or DOES' control during meal periods. Thus, Defendant and/or DOES
14 shaves/steals earned wages from Plaintiff and Class Members every day they work without
15 a lawful meal period and have time deducted for a meal period.

16 64. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
17 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
18 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
19 not relieved of all duties and/or employer control.

20 65. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with
21 the wrongful and deliberate intention of injuring Plaintiff and Class Members. Defendant
22 and/or DOES acted with malice or in conscious disregard of Plaintiff's and Class Members'
23 rights.

24 66. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
25 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
26 Class Members have suffered, and continue to suffer, substantial unpaid wages, and lost
27 interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant
28 and/or DOES to fully perform their obligations under state law, all to their respective

1 damage in amounts, according to proof at trial.

2 67. As a direct result of Defendant's and/or DOES' policy of illegal wage theft, Plaintiff and
3 those similarly situated have been damaged in an amount to be proven at trial.

4 68. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
5 below.

6 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay**

7 **All Overtime Wages**

8 69. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
9 and every other paragraph in this Complaint herein as if fully plead.

10 70. It is fundamental that an employer must pay its employees for all time worked. *California*
11 *Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages.
12 *California Labor Code* section 222 prohibits the withholding of part of a wage. *California*
13 *Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage
14 scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum
15 wage. *California Labor Code* section 224 only permits deductions from wages when the
16 employer is required or empowered to do so by state or federal law or when the deduction
17 is expressly authorized in writing by the employee for specified purposes that do not have
18 the effect of reducing the agreed upon wage.

19 71. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's
20 work. Any work in excess of eight (8) hours in one workday and any work in excess of
21 forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh
22 (7th) day of work in any one workweek shall be compensated at the rate of no less than
23 one and one-half (1.5) times the regular rate of pay for an employee.

24 72. *California Labor Code* section 510 further dictates that any work in excess of twelve (12)
25 hours in one day shall be compensated at the rate of no less than two (2) times the regular
26 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
27 seventh (7th) day of a workweek shall be compensated at the rate of no less than two (2)
28 times the regular rate of pay of an employee.

- 1 73. Defendant and/or DOES failed to pay all overtime when Plaintiff and Class Members
2 worked over eight (8) hours per day and when employees worked over forty (40) hours per
3 week.
- 4 74. Plaintiff and Class Members were deprived of wages for overtime hours worked because
5 Defendant and/or DOES failed to pay them overtime wages for all overtime worked. This
6 resulted in Plaintiff and Class Members not being paid all overtime wages owed to them.
- 7 75. Defendant and/or DOES also failed to pay Plaintiff and Class Members for all hours
8 worked, including hours worked over eight (8) hours in a day and forty (40) hours in a
9 week, thus depriving Plaintiff and Class Members of overtime wages.
- 10 76. As outlined above, Defendant and/or DOES have a continuous policy of not paying
11 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
12 has a continuous and company-wide policy of not accurately tracking all time worked by
13 Plaintiff and Class Members including tracking when Plaintiff and Class Members start
14 shifts, when Plaintiff and Class Members take meal periods, and when Plaintiff and Class
15 Members end their shifts. Defendant and/or DOES has not implemented a timekeeping
16 system at its locations and does not provide employees with any mechanism, such as a
17 handwritten timesheet, time clock, or electronic timekeeping system, to track and record
18 their hours worked. Instead, Defendant and/or DOES only pays Plaintiff and Class
19 Members based according to their scheduled hours. Thus, when Plaintiff and Class
20 Members worked outside of their scheduled shift times and/or worked more than eight (8)
21 hours in a day, Defendant and/or DOES did not pay them for all hours that they worked.
- 22 77. Alternatively, on information and belief, during the relevant time period, Defendant and/or
23 DOES had, a company-wide policy and/or practice of requiring employees, including
24 Plaintiff and Class Members, to fill out handwritten timesheets and to submit them to
25 management for review and approval and/or had Defendant's and/or DOES' management
26 fill out the timesheets Plaintiff and Class Members, and thus maintained exclusive control
27 and discretion over employee punch-in and punch-out times. Upon information and belief,
28 Defendant's and/or DOES' management recorded only the scheduled shift start and end

times instead of Plaintiff's and Class Members' actual hours worked to limit overtime hours employees were eligible to be compensated for.

78. As a result of these practices and/or policies Defendant and/or DOES did not compensate Plaintiff and Class Members for the time they performed outside their scheduled shifts. However, Plaintiff and Class Members routinely have to work beyond their scheduled hours and during meal breaks as a result of their overly demanding work duties and Defendant's and/or DOES' consistent practice of understaffing/ single-staffing properties. Notably, Defendant and/or DOES require Plaintiff and Class Members to complete work orders and provide services to tenants and properties in accordance with Defendant's and/or DOES strict service timeframes/ turnaround times. For example, Plaintiff and Class Members must service all work orders within 24 hours of being placed and must refurbish any vacant units within five (5) working days or less. However, again, due to Defendant's and/or DOES understaffing, these timeframes were not feasible. Notably, Plaintiff was the only maintenance technician assigned to three of the five properties he was scheduled to work at. As a result, Plaintiff and Class Members routinely work beyond their scheduled hours in order to complete all of their work orders and tasks within Defendant's and or DOES unreasonable service timeframes. Furthermore, Plaintiff and Class Member must promptly answer and respond to communications from tenants and from Defendant and/or DOES even when Plaintiff and Class Members are not scheduled to work. Plaintiff and the Class Members are not paid for this time. For instance, Plaintiff routinely worked after his scheduled shift end time cleaning common tenant areas and communicated with tenants outside his scheduled shifts, which on information and belief, equated to at least twenty minutes of unpaid time per week. When Plaintiff and Class Members work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

79. Furthermore, Defendant and/or DOES has a continuous, company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times to the nearest half (0.5) of an hour. Defendant's and/or DOES' rounding policy resulted in the failure to

1 compensate Plaintiff and Class Members fully for all hours worked, causing Plaintiff and
2 Class Members to not be paid overtime wages for all of the overtime hours they actually
3 worked. Upon information and belief, Defendant's and/or DOES' rounding policy was,
4 and continues to be, unfair and has, over time, resulted in the underpayment of wages to
5 Plaintiff and Class Members. To the extent Defendant's and/or DOES' rounding policy
6 took away time worked that was eligible for overtime, Plaintiff and Class Members were
7 denied overtime pay for all hours worked.

8 80. In addition, Defendant and/or DOES has had a continuous policy of not paying Plaintiff
9 and Class Members for all hours worked in that Defendant and/or DOES continuously and
10 consistently deducted meal periods for Plaintiff and Class Members and/or otherwise
11 recorded a meal period, even though Plaintiff and Class Members work through their meal
12 periods, were unable to take meal periods due to their demanding work responsibilities,
13 and/or were not free of all work duties and employer controls during meal periods. For
14 example, Plaintiff and Class Members must work through meal periods in order to satisfy
15 their overly demanding workloads and meet Defendant's and/or DOES strict service
16 timeframes. Moreover, Defendant and/or DOES has a consistently practice of
17 understaffing / single-staffing properties and as such, Plaintiff and Class Members are
18 unable to take meal periods due to a lack of coverage. Plaintiff regularly had to work
19 through his meal periods and/or cut meal periods short due to his demanding work duties
20 and the lack of coverage; on information and belief, Plaintiff estimates that this occurred
21 at least once a week. Additionally, Plaintiff and Class Members are effectively rendered
22 on-call during meal periods, as they must have their phones with them during meal periods
23 and must immediately respond to communications from tenants and/or Defendant and/or
24 DOES even during meal periods. As such Plaintiff and Class Members are not relieved of
25 Defendant's and/or DOES' control during meal periods. Thus, Defendant and/or DOES
26 shaves/steals earned wages from Plaintiff and Class Members every day they work without
27 a lawful meal period and have time deducted for a meal period. When Plaintiff and Class
28 Members work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid

- 1 hours must be compensated at an overtime rate.
- 2 81. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
3 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
4 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
5 not relieved of all duties and/or employer control.
- 6 82. Defendant's and/or DOES' failure to pay for all hours worked, including hours worked
7 over eight (8) hours in a day and forty (40) hours in a week, while under Defendant's
8 and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff
9 and Class Members being deprived of overtime wages throughout the Statutory Period.
- 10 83. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
11 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
12 Class Members have suffered, and continue to suffer, substantial unpaid overtime wages,
13 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to
14 compel Defendant and/or DOES to fully perform their obligations under state law, all to
15 their respective damage in amounts according to proof at time of trial. Defendant and/or
16 DOES commit the acts alleged herein knowingly and willfully, with the wrongful and
17 deliberate intention on injuring Plaintiff and the Class Members. Defendant and/or DOES
18 act with malice or in conscious disregard of Plaintiff's and the Class Member's rights. In
19 addition to compensation, Plaintiff is also entitled to any penalties allowed by law.
- 20 84. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
21 below.
- 22 **THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Provide**
23 **Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order**
24 **No. 5-2001(11); Cal. Code Regs., tit. 8, § 11050)**
- 25 85. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.
- 27 86. Under *California Labor Code* section 512 and IWC Wage Order No. 5-2001, no employer
28 shall employ any person for a work period of more than five (5) hours without providing a

meal period of not less than thirty (30) minutes. During these meal periods of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

87. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of less than thirty (30) minutes.

88. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

89. Defendant and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and Class Members with meal periods, if at all, within the first five (5) continuous hours of work and fail to provide Plaintiff and Class Members with second meal periods, if at all, within the first ten (10) continuous hours of work.

90. Furthermore, as discussed, Defendant and/or DOES has had a continuous policy of not paying Plaintiff and Class Members for all hours worked in that Defendant and/or DOES continuously and consistently deducted meal periods for Plaintiff and Class Members and/or otherwise recorded a meal period, even though Plaintiff and Class Members work through their meal periods, were unable to take meal periods due to their demanding work responsibilities, and/or were not free of all work duties and employer controls during meal periods. For example, Plaintiff and Class Members must work through meal periods in order to satisfy their overly demanding workloads and meet Defendant's and/or DOES strict service timeframes. Moreover, Defendant and/or DOES has a consistently practice

1 of understaffing / single-staffing properties and as such, Plaintiff and Class Members are
2 unable to take meal periods due to a lack of coverage. As stated above, Defendant and/or
3 DOES provides strict timeframes for work orders; however, these timeframes are not
4 feasible considering the volume of the orders and the severe understaffing. For instance,
5 Plaintiff was the sole maintenance technician assigned to three out of the five properties he
6 was scheduled to work at. As such, Plaintiff regularly had to work through his meal periods
7 and/or cut meal periods short due to his demanding work duties and the lack of coverage;
8 on information and belief, Plaintiff estimates that this occurred at least once a week.
9 Additionally, Plaintiff and Class Members are effectively rendered on-call during meal
10 periods, as they must have their phones with them during meal periods and must
11 immediately respond to communications from tenants and/or Defendant and/or DOES even
12 during meal periods. As such Plaintiff and Class Members are not relieved of Defendant's
13 and/or DOES' control during meal periods. Thus, Plaintiff and Class Members did not
14 receive lawful meal periods while working for Defendant and/or DOES.

15 91. Moreover, Defendant and/or DOES instituted a consistent policy and practice of not
16 providing second meal periods to Plaintiff and Class Members and/or providing
17 compensation in lieu thereof. Specifically, Plaintiff and Class Members would work over
18 ten-hour shifts but would not receive second meal periods. Plaintiff and Class Members
19 did not sign valid meal period waivers on days that they were entitled to meal periods and
20 were not relieved of all duties.

21 92. In addition, Defendant and/or DOES fail to keep accurate records of meal periods for
22 Plaintiff and Class Members. Notably, as discussed above, Defendant and/or DOES does
23 not accurately track when employees begin their shifts, when employees take meal breaks,
24 or when employees end their shifts. Instead, Defendant and/or DOES only pays Plaintiff
25 and Class Members according to their scheduled hours and automatically deducts and/or
26 records meal periods for Class Members.

27 93. By failing to provide compensation for such unprovided or improperly provided meal
28 periods, as alleged above, Defendant and/or DOES willfully violate the provisions of

1 *California Labor Code* sections 226.7, 512, and IWC Wage Order No. 5-2001.

2 94. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Class he seeks
3 to represent have been deprived of premium wages, in amounts to be determined at trial,
4 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
5 fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order
6 No. 5-2001. Plaintiff and the Class he seeks to represent did not willfully waive their right
7 to take meal periods through mutual consent with Defendant and/or DOES.

8 95. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
9 below.

10 **FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to**
11 **Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 5-2001(12);**
12 **Cal. Code Regs. Title 8 § 11050)**

13 96. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
14 and every other paragraph in this Complaint herein, as if fully plead.

15 97. Under IWC Wage Order No. 5-2001, every employer shall authorize and permit all
16 employees to take rest periods, “[t]he authorized rest period time shall be based on the total
17 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked
18 or major fraction thereof.” IWC Wage Order 5-2001(12). The time spent on rest periods
19 “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

20 98. Under *California Labor Code* section 226.7, if the employer does not provide an employee
21 a rest period in accordance with the above requirements, the employer shall pay the
22 employee one (1) hour of pay at the employee’s regular rate of compensation for each
23 workday that the rest break is not provided.

24 99. Defendant and/or DOES have had a consistent policy and/or practice of not providing duty
25 free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major
26 fraction thereof, to Plaintiff and Class Members.

27 100. Defendant and/or DOES have a continuous policy and practice that fails to provide Plaintiff
28 and Class Members with rest periods “at the rate of ten (10) minutes net rest time per four

(4) hours or major fraction thereof.” Specifically, Defendant and/or DOES do not provide Plaintiff and Class Members with rest periods consisting of ten (10) minutes net rest time, nor do they provide them with a rest period per every four (4) hours worked or major fraction thereof. As such, Plaintiff and Class Members do not get a net ten (10) minutes of rest time per every four (4) hours or major fraction thereof worked. For example, Plaintiff and Class Members would routinely be forced to forgo all rest periods due to their overly demanding work duties, Defendant’s and/or DOES’ strict and unreasonable service timeframes, and due to the lack of sufficient coverage due to Defendant’s and/or DOES’ understaffing.

101. Furthermore, when Plaintiff and Class Members are able to take rest periods, Plaintiff and Class Members are not relieved of all duties and/or employer control during their rest periods. For example, Plaintiff and Class Members must work through rest periods and/or take shortened breaks in order to satisfy their overly demanding workloads and meet Defendant’s and/or DOES strict service timeframes. Moreover, as discussed, Defendant and/or DOES has a consistently practice of understaffing / single-staffing properties and as such, Plaintiff and Class Members are unable to take rest periods due to a lack of coverage. Additionally, Plaintiff and Class Members are effectively rendered on-call during rest periods, as they must have their phones with them during rest periods and must immediately respond to communications from tenants and/or Defendant and/or DOES even during rest periods. As such Plaintiff and Class Members are not relieved of Defendant’s and/or DOES’ control during rest periods. Thus, Plaintiff and Class Members did not receive lawful rest periods while working for Defendant and/or DOES.

102. Additionally, upon information and belief, Defendant and/or DOES maintained a company-wide on-premises rest period policy, which effectively required that Plaintiff and Class Members remain on the premises during their rest periods. Because Plaintiff and Class Members were restricted from leaving Defendant’s and/or DOES’ premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, Defendant and/or DOES effectively maintained control over Mr Plaintiff

1 and Class Members during rest periods.

2 103. By failing to provide compliant rest periods for every four hours or major fraction thereof
3 worked per day by Plaintiff and Class Members, and by failing to provide compensation
4 for these unprovided rest periods, as alleged above, Defendant and/or DOES willfully
5 violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission
6 Order No. 5-2001 section 11(A)

7 104. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Class he seeks
8 to represent have been deprived of premium wages, in amounts to be determined at trial,
9 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
10 fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order
11 No. 5-2001.

12 105. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
13 below.

14 **FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay All**
15 **Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

16 106. Plaintiff and those similarly situated Class members hereby incorporate by reference each
17 and every other paragraph in this Complaint herein as if fully plead.

18 107. Defendant and/or DOES terminated Plaintiff's employment on or around June 25, 2025.

19 108. Defendant and/or DOES, Defendant and/or DOES did not timely pay Plaintiff all minimum
20 or straight time wages owed at the time of his termination.

21 109. Defendant and/or DOES, Defendant and/or DOES did not timely pay Plaintiff all overtime
22 wages owed at the time of his termination.

23 110. Defendant and/or DOES did not timely pay Plaintiff meal and/or rest period premiums
24 owed at the time of his termination.

25 111. Numerous members of the Class are no longer employed by Defendant and/or DOES. They
26 were either fired or they quit Defendant's and/or DOES' employ. Defendant and/or DOES
27 did not pay all timely wages owed at the time of their termination. Defendant and/or DOES
28 did not pay all premium wages owed at the time of their termination.

1 112. *California Labor Code* sections 201 and 202 provide that if an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately, and if an employee quits his or her employment, his or her wages shall
4 become due and payable no later than seventy-two (72) hours thereafter, unless the
5 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
6 case the employee is entitled to his or her wages at the time of quitting.

7 113. During the relevant time period, Defendant and/or DOES intentionally and willfully failed
8 to pay Plaintiff's and the Class Members' who are no longer employed by Defendant and/or
9 DOES their wages that were earned and unpaid within seventy-two (72) hours of their
10 leaving Defendant's and/or DOES' employ in violation of *California Labor Code* sections
11 201 and 202.

12 114. Defendant and/or DOES have a continuous policy of not providing final wages to
13 employees who are fired at the time of termination or who quit within seventy-two (72)
14 hours of their leaving Defendant's and/or DOES' employ.

15 115. As outlined above, Defendant and/or DOES have a continuous policy of not paying
16 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
17 has a continuous and company-wide policy of not accurately tracking all time worked by
18 Plaintiff and Class Members including tracking when Plaintiff and Class Members start
19 shifts, when Plaintiff and Class Members take meal periods, and when Plaintiff and Class
20 Members end their shifts. Defendant and/or DOES has not implemented a timekeeping
21 system at its locations and does not provide employees with any mechanism, such as a
22 handwritten timesheet, time clock, or electronic timekeeping system, to track and record
23 their hours worked. Instead, Defendant and/or DOES only pays Plaintiff and Class
24 Members based according to their scheduled hours.

25 116. Alternatively, on information and belief, during the relevant time period, Defendant and/or
26 DOES had, a company-wide policy and/or practice of requiring employees, including
27 Plaintiff and Class Members, to fill out handwritten timesheets and to submit them to
28 management for review and approval and/or had Defendant's and/or DOES' management

1 fill out the timesheets Plaintiff and Class Members, and thus maintained exclusive control
2 and discretion over employee punch-in and punch-out times. Upon information and belief,
3 Defendant's and/or DOES' management recorded only the scheduled shift start and end
4 times instead of Plaintiff's and Class Members' actual hours worked to limit the hours
5 employees were eligible to be compensated for.

6 117. As a result of these practices and/or policies Defendant and/or DOES did not compensate
7 Plaintiff and Class Members for the time they performed outside their scheduled shifts.
8 However, Plaintiff and Class Members routinely have to work beyond their scheduled
9 hours and during meal breaks as a result of their overly demanding work duties and
10 Defendant's and/or DOES' consistent practice of understaffing/ single-staffing properties.
11 Notably, Defendant and/or DOES require Plaintiff and Class Members to complete work
12 orders and provide services to tenants and properties in accordance with Defendant's
13 and/or DOES strict service timeframes/ turnaround times. For example, Plaintiff and Class
14 Members must service all work orders within 24 hours of being placed and must refurbish
15 any vacant units within five (5) working days or less. However, again, due to Defendant's
16 and/or DOES understaffing, these timeframes were not feasible. Notably, Plaintiff was the
17 only maintenance technician assigned to three of the five properties he was scheduled to
18 work at. As a result, Plaintiff and Class Members routinely work beyond their scheduled
19 hours in order to complete all of their work orders and tasks within Defendant's and or
20 DOES unreasonable service timeframes. Furthermore, Plaintiff and Class Member must
21 promptly answer and respond to communications from tenants and from Defendant and/or
22 DOES even when Plaintiff and Class Members are not scheduled to work. Plaintiff and the
23 Class Members are not paid for this time. For instance, Plaintiff routinely worked after his
24 scheduled shift end time cleaning common tenant areas and communicated with tenants
25 outside his scheduled shifts, which on information and belief, equated to at least twenty
26 minutes of unpaid time per week.

27 118. Furthermore, Defendant and/or DOES has a continuous, company-wide policy and/or
28 practice of improperly rounding employee clock-in and clock-out times to the nearest half

(0.5) of an hour. Defendant's and/or DOES' rounding policy resulted in the failure to compensate Plaintiff and Class Members fully for all hours worked, causing Plaintiff and Class Members to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, Defendant's and/or DOES' rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Plaintiff and Class Members. To the extent Defendant's and/or DOES' rounding policy took away time worked that was eligible for compensation, Plaintiff and Class Members were denied pay for all hours worked.

119. In addition, Defendant and/or DOES has had a continuous policy of not paying Plaintiff and Class Members for all hours worked in that Defendant and/or DOES continuously and consistently deducted meal periods for Plaintiff and Class Members and/or otherwise recorded a meal period, even though Plaintiff and Class Members work through their meal periods, were unable to take meal periods due to their demanding work responsibilities, and/or were not free of all work duties and employer controls during meal periods. For example, Plaintiff and Class Members must work through meal periods in order to satisfy their overly demanding workloads and meet Defendant's and/or DOES strict service timeframes. Moreover, Defendant and/or DOES has a consistently practice of understaffing / single-staffing properties and as such, Plaintiff and Class Members are unable to take meal periods due to a lack of coverage. Plaintiff regularly had to work through his meal periods and/or cut meal periods short due to his demanding work duties and the lack of coverage; on information and belief, Plaintiff estimates that this occurred at least once a week. Additionally, Plaintiff and Class Members are effectively rendered on-call during meal periods, as they must have their phones with them during meal periods and must immediately respond to communications from tenants and/or Defendant and/or DOES even during meal periods. As such Plaintiff and Class Members are not relieved of Defendant's and/or DOES' control during meal periods. Thus, Defendant and/or DOES shaves/steals earned wages from Plaintiff and Class Members every day they work without a lawful meal period and have time deducted for a meal period.

1 120. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
2 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
3 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
4 not relieved of all duties and/or employer control.

5 121. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
6 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
7 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
8 not relieved of all duties and/or employer control.

9 122. In addition, through its failure to provide Plaintiff and Class Members with lawful meal
10 and rest periods, Defendant and/or DOES do not pay all meal and rest period premiums
11 owed to Plaintiff and Class Members at the time of termination.

12 123. *California Labor Code* section 203 provides that, if an employer willfully fails to pay,
13 without abatement or reduction, in accordance with *California Labor Code* sections 201,
14 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages
15 of the employee shall continue at the same rate, for up to thirty (30) days from the due date
16 thereof, until paid or until an action therefore is commenced.

17 124. Defendant and/or DOES fail to pay Plaintiff and Class Members a sum certain at the time
18 of their termination or within seventy-two (72) hours of their resignation and have failed
19 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of *California*
20 *Labor Code* section 203, Plaintiff and Class Members are entitled to a penalty in the amount
21 of their daily wage, multiplied by thirty (30) days.

22 125. When Plaintiff and those members of the Class who are former employees of Defendant
23 and/or DOES separate from Defendant's and/or DOES' employ, Defendant and/or DOES
24 willfully fail to pay all straight time wages, overtime wages, meal period premiums, and/or
25 rest period premiums owed at the time of termination.

26 126. Defendant's and/or DOES' failure to pay said wages to Plaintiff and members of the Class
27 he seeks to represent, was willful in that Defendant and/or DOES and each of them knew
28 the wages to be due, but failed to pay them.

1 127. As a consequence of Defendant's and/or DOES' willful conduct in not paying wages owed
2 at the time of separation from employment, Plaintiff and members of the proposed Class
3 are entitled to thirty (30) days' worth of wages as a penalty under *California Labor Code*
4 section 203, together with interest thereon and attorneys' fees and costs.

5 128. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
6 below.

7 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Knowing and**
8 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab.**
9 **Code §§ 226, 246, 1174, 1175; IWC Wage Order No. 5-2001; Cal. Code Regs., Title 8, § 11050)**

10 129. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
11 and every other paragraph in this Complaint herein as if fully plead.

12 130. *California Labor Code* section 226(a) requires Defendant and/or DOES to, inter alia,
13 itemize in wage statements and accurately report the total hours worked and total wages
14 earned. Defendant and/or DOES have knowingly and intentionally failed to comply with
15 *California Labor Code* section 226, subdivision (a), on each and every wage statement
16 provided to Plaintiff and members of the proposed Class.

17 131. *California Labor Code* section 1174 requires Defendant and/or DOES to maintain and
18 preserve, in a centralized location, records showing the daily hours worked by and the
19 wages paid to its employees. Defendant and/or DOES have knowingly and intentionally
20 failed to comply with *California Labor Code* section 1174. The failure of Defendant and/or
21 DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful
22 pursuant to *California Labor Code* section 1175.

23 132. Defendant and/or DOES fail to maintain accurate time records - as required by IWC Wage
24 Order No. 5-2001(7), and *California Code of Regulations* Title 8 section 11050 - showing,
25 among other things, when the employee begins and ends each work period, the total daily
26 hours worked in itemized wage statements, total wages, bonuses and/or incentives earned,
27 and all deductions made.

28 133. Defendant and/or DOES have knowingly and intentionally failed to provide Plaintiff and

1 the Class Members with accurate itemized wage statements which show: “(1) gross wages
2 earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all
3 deductions made on written orders of the employee may be aggregated and shown as one
4 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
5 paid, (7) the name of the employee and only the last four digits of his or her social security
6 number or an employee identification number other than a social security number, (8) the
7 name and address of the legal entity that is the employer and, if the employer is a farm
8 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
9 legal entity that secured the services of the employer, and (9) all applicable hourly rates in
10 effect during the pay period and the corresponding number of hours worked at each hourly
11 rate by the employee[.]” Cal. Lab. Code § 226(a).

12 134. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor
13 in excess of the normal work period shall be paid no later than the payday for the next
14 regular payroll period.” An employer complies with *California Labor Code* section 226(a)
15 “if hours worked in excess of the normal work period during the current pay period are
16 itemized as corrections on the paystub for the next regular pay period. Any corrections set
17 out in a subsequently issued paystub shall state the inclusive dates of the pay period for
18 which the employer is correcting its initial report of hours worked.”

19 135. Defendant and/or DOES have knowingly and intentionally failed to comply with
20 *California Labor Code* section 226(a) by failing to list all of the required information on
21 each and every wage statement provided to Plaintiff and Class Members.

22 136. In addition, by virtue of its failure to pay for all time worked, Defendant and/or DOES
23 knowingly and intentionally did not correctly itemize the gross wages earned, total hours
24 worked, net wages earned, and number of hours worked at each hourly rate on wage
25 statements provided to Plaintiff and Class Members as *California Labor Code* section 226,
26 subsection (a), requires in every pay period during the period of the relevant statute of
27 limitations.

28 137. As outlined above, Defendant and/or DOES have a continuous policy of not paying

1 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
2 has a continuous and company-wide policy of not accurately tracking all time worked by
3 Plaintiff and Class Members including tracking when Plaintiff and Class Members start
4 shifts, when Plaintiff and Class Members take meal periods, and when Plaintiff and Class
5 Members end their shifts. Defendant and/or DOES has not implemented a timekeeping
6 system at its locations and does not provide employees with any mechanism, such as a
7 handwritten timesheet, time clock, or electronic timekeeping system, to track and record
8 their hours worked. Instead, Defendant and/or DOES only pays Plaintiff and Class
9 Members based according to their scheduled hours.

10 138. Alternatively, on information and belief, during the relevant time period, Defendant and/or
11 DOES had, a company-wide policy and/or practice of requiring employees, including
12 Plaintiff and Class Members, to fill out handwritten timesheets and to submit them to
13 management for review and approval and/or had Defendant's and/or DOES' management
14 fill out the timesheets Plaintiff and Class Members, and thus maintained exclusive control
15 and discretion over employee punch-in and punch-out times. Upon information and belief,
16 Defendant's and/or DOES' management recorded only the scheduled shift start and end
17 times instead of Plaintiff's and Class Members' actual hours worked to limit the hours
18 employees were eligible to be compensated for.

19 139. As a result of these practices and/or policies Defendant and/or DOES did not compensate
20 Plaintiff and Class Members for the time they performed outside their scheduled shifts.
21 However, Plaintiff and Class Members routinely have to work beyond their scheduled
22 hours and during meal breaks as a result of their overly demanding work duties and
23 Defendant's and/or DOES' consistent practice of understaffing/ single-staffing properties.
24 Notably, Defendant and/or DOES require Plaintiff and Class Members to complete work
25 orders and provide services to tenants and properties in accordance with Defendant's
26 and/or DOES strict service timeframes/ turnaround times. For example, Plaintiff and Class
27 Members must service all work orders within 24 hours of being placed and must refurbish
28 any vacant units within five (5) working days or less. However, again, due to Defendant's

1 and/or DOES understaffing, these timeframes were not feasible. Notably, Plaintiff was the
2 only maintenance technician assigned to three of the five properties he was scheduled to
3 work at. As a result, Plaintiff and Class Members routinely work beyond their scheduled
4 hours in order to complete all of their work orders and tasks within Defendant's and or
5 DOES unreasonable service timeframes. Furthermore, Plaintiff and Class Member must
6 promptly answer and respond to communications from tenants and from Defendant and/or
7 DOES even when Plaintiff and Class Members are not scheduled to work. Plaintiff and the
8 Class Members are not paid for this time. For instance, Plaintiff routinely worked after his
9 scheduled shift end time cleaning common tenant areas and communicated with tenants
10 outside his scheduled shifts, which on information and belief, equated to at least twenty
11 minutes of unpaid time per week.

12 140. Furthermore, Defendant and/or DOES has a continuous, company-wide policy and/or
13 practice of improperly rounding employee clock-in and clock-out times to the nearest half
14 (0.5) of an hour. Defendant's and/or DOES' rounding policy resulted in the failure to
15 compensate Plaintiff and Class Members fully for all hours worked, causing Plaintiff and
16 Class Members to not be paid overtime wages for all of the overtime hours they actually
17 worked. Upon information and belief, Defendant's and/or DOES' rounding policy was,
18 and continues to be, unfair and has, over time, resulted in the underpayment of wages to
19 Plaintiff and Class Members. To the extent Defendant's and/or DOES' rounding policy
20 took away time worked that was eligible for compensation, Plaintiff and Class Members
21 were denied pay for all hours worked.

22 141. In addition, Defendant and/or DOES has had a continuous policy of not paying Plaintiff
23 and Class Members for all hours worked in that Defendant and/or DOES continuously and
24 consistently deducted meal periods for Plaintiff and Class Members and/or otherwise
25 recorded a meal period, even though Plaintiff and Class Members work through their meal
26 periods, were unable to take meal periods due to their demanding work responsibilities,
27 and/or were not free of all work duties and employer controls during meal periods. For
28 example, Plaintiff and Class Members must work through meal periods in order to satisfy

1 their overly demanding workloads and meet Defendant's and/or DOES strict service
2 timeframes. Moreover, Defendant and/or DOES has a consistently practice of
3 understaffing / single-staffing properties and as such, Plaintiff and Class Members are
4 unable to take meal periods due to a lack of coverage. Plaintiff regularly had to work
5 through his meal periods and/or cut meal periods short due to his demanding work duties
6 and the lack of coverage; on information and belief, Plaintiff estimates that this occurred
7 at least once a week. Additionally, Plaintiff and Class Members are effectively rendered
8 on-call during meal periods, as they must have their phones with them during meal periods
9 and must immediately respond to communications from tenants and/or Defendant and/or
10 DOES even during meal periods. As such Plaintiff and Class Members are not relieved of
11 Defendant's and/or DOES' control during meal periods. Thus, Defendant and/or DOES
12 shaves/steals earned wages from Plaintiff and Class Members every day they work without
13 a lawful meal period and have time deducted for a meal period.

14 142. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
15 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
16 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
17 not relieved of all duties and/or employer control.

18 143. In addition, Defendant and/or DOES failed to list all meal and rest period premiums that
19 were owed to Plaintiff and the Class Members on wage statements.

20 144. The wage statement deficiencies also include, among other things, failing to list the number
21 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
22 rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
23 which employees were paid; failing to list the name of the employee and only the last four
24 digits of his or her social security number or an employee identification number other than
25 a social security number; failing to list the name and address of the legal entity that is the
26 employer; and/or failing to state all hours worked as a result of not recording or stating hours
27 worked off-the-clock

28 145. As a result of the knowing and intentional failure by Defendant and/or DOES to comply

1 with itemized employee wage statement provisions, Plaintiff and the Class Members have
2 been able to reconstruct only a reasonable estimate of the hours worked and have, therefore,
3 not received full compensation.

4 146. As a direct result of Defendant's and/or DOES' unlawful acts, Plaintiff and the Class he
5 intends to represent have been damaged and are entitled to recovery of such amounts, plus
6 interest thereon, attorneys' fees, and costs, pursuant to *California Labor Code* section 226,
7 226.3, and 246.

8 147. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
9 below.

10 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to**
11 **Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802; IWC Wage Order No. 5-2001; Cal.**
12 **Code Regs., Title 8, § 11050)**

13 148. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
14 and every other paragraph in this Complaint herein as if fully plead.

15 149. *California Labor Code* section 2082 provides: "[a]n employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct
17 consequence of the discharge of his or her duties, or of his or her obedience to the directions
18 of the employer.... [which] shall include[s] all reasonable costs, including, but not limited
19 to, attorney's fees incurred by the employee enforcing the rights granted by this section."

20 150. Plaintiff and Class Members incurred expenses necessary for the discharge of their duties
21 without receiving reimbursement from Defendant and/or DOES. For example, Defendant
22 and/or DOES failed to provide Plaintiff and Class Members with the necessary tools,
23 equipment, and/or material to complete work orders and required Plaintiff and Class
24 Members purchase these materials on their own. For instance, Plaintiff had to purchase his
25 own paint brushes, rollers, and other necessary materials in order to complete his work
26 duties. Defendant and/or DOES have failed to indemnify or in any manner reimburse
27 Plaintiff and Class Members for these expenditures and losses.

28 151. By requiring Plaintiff and Class Members to pay expenses and cover losses that they

1 incurred in direct consequence of the discharge of their duties for Defendant and/or DOES
2 and/or in obedience of Defendant's and/or DOES' direction, Defendant and/or DOES have
3 violated and continues to violate *California Labor Code* section 2802.

4 152. *California Labor Code* section 2802(a) entitles Plaintiff and the Class members to
5 reimbursement for said necessary expenditures, plus interest and expenses.

6 153. As a direct and proximate result of Defendant's and/or DOES' conduct, Plaintiff and Class
7 Members have suffered substantial losses according to proof, as well as pre-judgment
8 interest, costs, and attorneys' fees for the prosecution of this action, which losses are
9 compensable under *California Labor Code* section 2802.

10 154. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
11 below.

12 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of**
13 **Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

14 155. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
15 and every other paragraph in this Complaint herein as if fully plead.

16 156. Defendant and/or DOES failure to pay all straight time and overtime wages earned, failure
17 to provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure
18 to pay all wages owed at termination, failure to itemize and keep accurate records, and
19 failure to reimburse business expenses constitutes unlawful activity prohibited by
20 *California Business and Professions Code* section 17200, et seq.

21 157. The actions of Defendant and/or DOES in failing to pay Plaintiff and members of the
22 proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent
23 and deceptive business practices, within the meaning of *California Business and*
24 *Professions Code* section 17200, et seq.

25 158. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
26 practices in order to prevent future damage, for which there is no adequate remedy at law,
27 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
28 members of the general public actually harmed and as a representative of all others subject

1 to Defendant and/or DOES unlawful acts and practices.

2 159. As a result of their unlawful acts, Defendant and/or DOES have reaped and continue to
3 reap unfair benefits at the expense of Plaintiff and the proposed Class he seeks to represent.
4 Defendant and/or DOES should be enjoined from this activity and made to disgorge these
5 ill-gotten gains and restore Plaintiff and the members of the proposed Class pursuant to
6 *California Business and Professions Code* section 17203. Plaintiff is informed and
7 believes, and thereon alleges, that Defendant and/or DOES are unjustly enriched through
8 their policy of not all wages owed to Plaintiff and members of the proposed Class.

9 160. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
10 proposed class are prejudiced Defendant and/or DOES unfair trade practices.

11 161. As a direct and proximate result of the unfair business practices of Defendant and/or DOES,
12 and each of them, Plaintiff, individually and on behalf of all employees similarly situated,
13 are entitled to equitable and injunctive relief, including full restitution and/or disgorgement
14 of all wages and premium pay which have been unlawfully withheld from Plaintiff and
15 members of the proposed Class as a result of the business acts and practices described
16 herein and enjoining Defendant and/or DOES from engaging in the practices described
17 herein.

18 162. The illegal conduct alleged herein is continuing, and there is no indication that Defendant
19 and/or DOES will cease and desist from such activity in the future. Plaintiff alleges that if
20 Defendant and/or DOES are not enjoined from the conduct set forth in this Complaint, they
21 will continue the unlawful activity discussed herein.

22 163. Plaintiff further requests that the Court issue a preliminary and permanent injunction
23 prohibiting Defendant and/or DOES from continuing to not pay Plaintiff and the members
24 of the proposed Class all earned but unpaid wages as discussed herein.

25 164. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
26 below.

27 **NINTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violations of the**
28 **Private Attorneys General Act of 2004 (“PAGA”) (Labor Code §2698 et seq.)**

1 165. Plaintiff and those similarly situated Class members hereby incorporate by reference each
2 and every other paragraph in this Complaint herein as if fully plead.

3 166. Plaintiff, by virtue of his employment with Defendant and/or DOES, and Defendant's
4 and/or DOES' failure to provide meal and rest periods, overtime compensation, all wages
5 for all work performed at the statutory minimum or agreed upon rate, accurate itemized
6 wage statements, all wages due at termination, timely pay wages twice per month, and
7 reimbursements for business expenses is an aggrieved employee with standing to bring an
8 action under the Private Attorney General Act ("PAGA").

9 167. Plaintiff, as a representative of the people of the State of California, will seek any and all
10 penalties otherwise capable of being collected by the Labor Commission and/or the
11 Department of Labor Standards Enforcement (DLSE). This includes each of the following,
12 as set forth in Labor Code Section 2699.5, which provides that Section 2699.3(a) applies
13 to any alleged violation of the following provisions: Sections 201 through 204, 226, 226.3,
14 226.7, 510, 512, 1194, 1197, 1197.1, 1199, and 2802.

15 168. Plaintiff is informed and believes that Defendant and/or DOES have violated and continues
16 to violate provisions of the California Labor Code and applicable Wage Orders related to
17 meal and rest periods, overtime compensation, wages for all work performed, accurate
18 itemized wage statements, wages due at termination, reimbursements for business
19 expenses, and wages due twice per month.

20 169. Plaintiff, as a personal representative of the general public, will and does seek to recover
21 any and all penalties for each and every violation shown to exist or to have occurred during
22 the one-year period prior to the filing of his April 30, 2026 notice to the Labor and
23 Workforce Development Agency (LWDA), in an amount according to proof, as to those
24 penalties that are otherwise only available to public agency enforcement actions. Funds
25 recovered will be distributed in accordance with PAGA, with at least 65% of the penalties
26 recovered being reimbursed to the State of California and the LWDA.

27 170. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
28 below.

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V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- A. That the Court determine that this action may be maintained as a class action;
- B. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- C. For economic and/or special damages in an amount according to proof with interest thereon;
- D. For unpaid straight time and overtime wages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for all time worked;
- F. For compensation for not being provided paid meal periods;
- G. For compensation for not being provided paid rest breaks;
- H. For all waiting time penalties owed;
- I. For damages and/or monies owed for failure to comply with itemized employee wage statement provisions;
- J. For reimbursement of business expenses incurred;
- K. That Defendant and/or DOES be found to have engaged in unfair competition in violation of sections 17200 et seq. of the *California Business and Professions Code*;
- L. That Defendant and/or DOES be ordered and enjoined to make restitution to the Class due to their unfair competition, including disgorgement of their wrongfully withheld wages pursuant to *California Business and Professions Code* sections 17203 and 17204;
- M. That an order of specific performance of all penalties owed be issued under *California Business and Professions Code* sections 17202;
- N. That Defendant and/or DOES be enjoined from continuing the illegal course of conduct, alleged herein;
- O. That Defendant and/or DOES further be enjoined to cease and desist from unfair competition in violation of section 17200 et seq. of the *California Business and*

1 *Professions Code;*

2 P. That Defendant and/or DOES be enjoined from further acts of restraint of trade or
3 unfair competition;

4 Q. For penalties for each violation of the Labor Code Private Attorneys General Act of
5 2004 (“PAGA”);

6 R. For attorneys’ fees;

7 S. For liquidated damages;

8 T. For interest accrued to date;

9 U. For costs of suit and expenses incurred herein; and

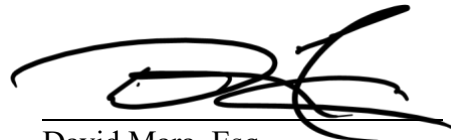
10 V. For any such other and further relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a jury trial.

13
14 Dated: August 11, 2026

MARA LAW FIRM, PC

15
16 

17 David Mara, Esq.

18 Carter Cordura, Esq.

19 Attorneys for Plaintiff ANTHONY ZEPEDA, on
20 behalf of himself, all others similarly situated, and on
21 behalf of the general public
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