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the Putative Class, and
the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

MARVIN SOLIS, individually and on behalf of all others similarly situated, and on behalf of the State of California and all other aggrieved employees,

Plaintiff,

v.

ROCKET RESTROOMS & FENCING, INC., a California corporation; MICHAEL BURT, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV026611

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1194.2, and 1197; Applicable IWC Wage Order(s), § 4);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510 and 1194; Applicable IWC Wage Order(s), § 3);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7 and 512; Applicable IWC Wage Order(s), § 11);
4. Failure to Authorize and Permit Paid Rest Periods (Lab. Code § 226.7; Applicable IWC Wage Order(s), § 12);
5. Failure to Reimburse Business-Related Expenses (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Timely Pay Wages Due at Separation (Lab. Code §§ 201–203);
8. Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, et seq.); and
9. Civil Penalties Under the Private Attorneys General Act (Lab. Code §§ 2698, et seq.).

DEMAND FOR JURY TRIAL

Plaintiff MARVIN SOLIS, by and through his undersigned counsel, individually and on behalf of all others similarly situated, and on behalf of the State of California and all other aggrieved employees, alleges against the above-named Defendants as follows:

NATURE OF CLAIM

1. Plaintiff MARVIN SOLIS ("Plaintiff") brings this action against Defendants ROCKET RESTROOMS & FENCING, INC., a California corporation, MICHAEL BURT, an individual, and Does 1 through 50 (collectively, "Defendants") on behalf of himself and a proposed Class of all California-based non-exempt employees of Defendants ("Class Members") for unlawful employment policies that denied, and continue to deny, Class Members the wages and benefits to which they are entitled.

2. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 246, 510, 512, 1182.12, 1194, 1194.2, 1197, and 2802; sections 3, 4, 9, 11, and 12 of applicable Industrial Welfare Commission ("IWC") Wage Order(s); and Business and Professions Code sections 17200, et seq. (the Unfair Competition Law, or "UCL"), seeking unpaid wages, liquidated damages, equitable relief, prejudgment interest, reasonable attorneys' fees and costs, and any other relief this Court deems proper.

3. Plaintiff also brings this representative action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, et seq., on behalf of himself and all other aggrieved employees for Defendants' failure to: pay minimum wage and regular wage; pay overtime wages; provide meal periods; authorize and permit paid rest periods; reimburse business expenses; provide accurate itemized wage statements; maintain accurate records; timely pay wages during employment; timely pay wages due at separation; and refrain from retaliating against employees for using accrued paid sick leave or exercising other rights protected by the Labor Code.

4. Plaintiff gave written notice of these claims to the California Labor and Workforce Development Agency ("LWDA") and to Defendants per Labor Code section

2699.3, and there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks civil penalties under the PAGA as a representative of the State of California and has standing as an aggrieved employee. Plaintiff seeks to represent all Defendants' non-exempt employees in the State of California against whom a violation of the same provision alleged herein was committed ("Aggrieved Employees") during the "PAGA Period" (May 11, 2025 through the date of entry of judgment in this action or of any order approving a settlement of the claims alleged herein). Labor Code §§ 2698, et seq., 2699(a).

5. Because Plaintiff submitted his notice to the LWDA after June 19, 2024, Plaintiff's representative claims are governed by PAGA as amended in 2024 by Assembly Bill 2288 and Senate Bill 92. (Lab. Code, §§ 2699, subd. (v), 2699.5, subd. (b).)

6. Plaintiff and Defendants ROCKET RESTROOMS & FENCING, INC. and MICHAEL BURT agreed to toll the limitations periods applicable to the claims alleged herein from May 11, 2026 through the filing of this Complaint.

PARTIES

7. Plaintiff MARVIN SOLIS is a resident of Solano County, California. Plaintiff worked for Defendants at 6516 Mattos Lane, Sacramento, within Sacramento County, California, as a non-exempt employee from approximately September 2024 through April 6, 2026. His job duties included driving an assigned daily route, servicing and cleaning portable restrooms, and handling portable restroom equipment. Plaintiff is a member of the Class and the Minimum Wages, Overtime Wages, First Meal Period, Second Meal Period, First Rest Period, Second Rest Period, Third Rest Period, Expense Reimbursement, Wage Statement, and Waiting Time Subclasses defined below.

8. Defendant ROCKET RESTROOMS & FENCING, INC. is a California corporation that maintains operations at 6516 Mattos Lane, Sacramento, California 95829, from which it provides portable restroom and temporary fencing services. The entity address of ROCKET RESTROOMS & FENCING, INC. is listed on the California Secretary of State's website as 6516 Mattos Lane, Sacramento, California 95829.

9. Upon information and belief, Defendant MICHAEL BURT is, and at all times relevant herein was, a resident of the State of California, County of Sacramento. Upon information and belief, MICHAEL BURT is an owner and a director of Defendant ROCKET RESTROOMS & FENCING, INC. At all times relevant herein, MICHAEL BURT exercised control over the working conditions, wages, and employment decisions affecting Plaintiff and other employees of Defendant ROCKET RESTROOMS & FENCING, INC., and, upon information and belief, over its wage and hour policies and practices. Upon information and belief, MICHAEL BURT caused Defendant ROCKET RESTROOMS & FENCING, INC. to adopt and maintain the systemic payroll, scheduling, and timekeeping practices that resulted in the violations alleged herein, including the practices alleged in the Factual Allegations below. MICHAEL BURT is an employer or other person acting on behalf of an employer, and an "owner, director, officer, or managing agent" of the employer, within the meaning of Labor Code section 558.1, and is liable as the employer for the violations alleged herein of the provisions of the applicable IWC Wage Order(s) regulating minimum wages or hours and days of work, and of Labor Code sections 203, 226, 226.7, 1193.6, 1194, and 2802. MICHAEL BURT is sued herein in his individual capacity.

10. Does 1 through 50, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation of the named Defendants, is responsible in some manner for the occurrences, events, transactions, and injuries alleged, and that harm suffered by Plaintiff and the proposed Class was proximately caused by them in addition to the named Defendants.

11. Plaintiff is informed and believes and alleges each of the Defendants, including the Doe defendants, acted in concert with each and every other Defendant, intended to and did participate in the events, acts, practices, and courses of conduct alleged, and was a proximate cause of damage and injury to Plaintiff.

12. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

13. Plaintiff is informed and believes and, based thereon, alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other similarly-situated and aggrieved employees, and exercised control over their wages, hours, work expenses, and working conditions. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

14. Pursuant to California Labor Code sections 558, 558.1, and 1197.1, Defendants are employers of Plaintiff, and/or persons acting on behalf of Plaintiff's employer, who violated, or caused to be violated, any provision regulating minimum wages or hours and days of work in the applicable order of the Industrial Welfare Commission, as well as California Labor Code sections 203, 226, 226.7, 1193.6, 1194, and 2802, and as such, are liable as employers of Plaintiff for such violations pursuant to California Labor Code section 558.1.

JURISDICTION AND VENUE

15. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

16. Venue as to each Defendant is proper in this County under Code of Civil Procedure sections 393(a), 395(a), and 395.5, because each Defendant does business throughout California, including in Sacramento County, California, and Plaintiff worked for Defendants in Sacramento County, California, where the obligations and liabilities alleged

herein arose. The unlawful acts alleged directly affect Plaintiff and similarly situated and aggrieved employees within Sacramento County and California.

17. No federal jurisdiction exists to remove this action to federal court. No federal question is at issue, as the issues are based solely on California law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and Business and Professions Code. On information and belief, no diversity jurisdiction exists sufficient for removal to federal court because the class amount in controversy does not exceed $5,000,000.

18. Further, as a representative action under the PAGA, the matter is not subject to removal as PAGA civil penalty actions are not subject to federal jurisdiction.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a Class and Subclasses defined as follows:

(a) **Class:** All Defendants' California-based non-exempt employees at any time from May 11, 2022 through the date of trial (the "Class Period").

(b) **Minimum Wages Subclass:** All Class Members who performed work, were subject to Defendants' control, or were suffered or permitted to work, for any period of time during meal periods that Defendants deducted from their recorded hours worked.

(c) **Overtime Wages Subclass:** All Class Members who worked one or more period(s) of overtime as defined by Labor Code section 510.

(d) **First Meal Period Subclass:** All Class Members who worked one or more period(s) in excess of five (5) hours.

(e) **Second Meal Period Subclass:** All Class Members who worked one or more period(s) in excess of ten (10) hours.

(f) **First Rest Period Subclass:** All Class Members who worked one or more period(s) of three and one-half (3.5) hours or more.

(g) **Second Rest Period Subclass:** All Class Members who worked one or more period(s) in excess of six (6) hours.

(h) **Third Rest Period Subclass:** All Class Members who worked one or more period(s) in excess of ten (10) hours.

(i) **Expense Reimbursement Subclass:** All Class Members who incurred business-related expenses, including but not limited to the cost of tools, protective equipment such as gloves, and work footwear.

(j) **Wage Statement Subclass:** All Class Members who received one or more itemized wage statements at any time from May 11, 2025 through the filing of this Complaint.

(k) **Waiting Time Subclass:** All Class Members whose employment ended at any time from May 11, 2023 through the filing of this Complaint.

20. Plaintiff reserves the right to amend or modify the Class description, including by division into Subclasses or limitation to particular issues. California Rules of Court, rule 3.765(b).

21. **Commonality:** This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impracticable to bring them all before the court.

22. **Ascertainable Class:** The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

23. **Numerosity:** The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but the Class is estimated to include in excess of 50 individuals. The number and identity of members can be readily ascertained using Defendants' records.

24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

25. **Adequacy:** Plaintiff is an adequate representative of the Class and Subclasses, will fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating large employment law class actions.

26. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judicial system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this action that precludes its maintenance as a class action.

27. The predominating common questions of law and fact include:

(a) Whether Defendants have a policy or practice of failing to pay minimum wages for all time worked or subject to Defendants' control;

(b) Whether Defendants have a policy or practice of failing to pay overtime wages for hours worked in excess of those designated as overtime hours under Labor Code section 510;

(c) Whether Defendants have a policy or practice of failing to pay overtime compensation at the correct overtime rate;

(d) Whether Defendants have a policy or practice of failing to properly calculate the regular rate of pay upon which Class Members' paid sick leave was based;

(e) Whether Defendants have a policy or practice of failing to provide the amount of paid sick leave required by Labor Code section 246;

(f) Whether Defendants have a policy or practice of failing to provide compliant meal periods or premium wages in lieu thereof;

(g) Whether Defendants have a policy or practice of failing to authorize and permit compliant rest periods or premium wages in lieu thereof;

(h) Whether Defendants have a policy or practice of failing to reimburse necessary business-related expenses, including the cost of tools, protective equipment, and work footwear;

(i) Whether Defendants have a policy or practice of failing to provide accurate itemized wage statements;

(j) Whether the Waiting Time Subclass Members are entitled to waiting time penalties under Section 203;

(k) Whether Defendants violated Sections 17200, et seq. of the Business and Professions Code; and

(l) Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code sections 17200, et seq.

FACTUAL ALLEGATIONS

28. During the Class and PAGA Periods, Plaintiff, Class Members, and other Aggrieved Employees were employed by Defendants in California and worked under the same policies, practices, and procedures promulgated by Defendants relating to their employment.

29. At all times relevant herein, Defendants operated an industry, business, or establishment for the purpose of providing maintenance and cleaning services, including the cleaning and servicing of portable restrooms, within the meaning of IWC Wage Order No. 5-2001 (Cal. Code Regs., tit. 8, § 11050), which applied to and was binding on Defendants with respect to Plaintiff and the Class. To the extent any other IWC Wage Order applies to any Class Member, its provisions relevant to the claims alleged herein are materially identical to those of that order.

30. During the Class and PAGA Periods, Defendants had a consistent policy of not paying wages for all time worked or subject to their control. Specifically, Defendants deducted a thirty (30)-minute meal period from employees' recorded hours each workday, without recording when meal periods began or ended, including on workdays when employees did not receive a meal period or were not relieved of all duty during it. Defendants failed to pay Plaintiff, Class Members, and the Aggrieved Employees for all working time.

31. During the Class and PAGA Periods, Defendants had a consistent policy of not paying overtime wages for hours worked over eight (8) per day or forty (40) per week under Labor Code section 510. Beyond this, Defendants failed to pay overtime wages at the correct regular rate of pay, by failing to include nondiscretionary payments, including monthly cash payments made in lieu of health insurance benefits, in employees' regular rates of pay when paying overtime wages.

32. During the Class Period, Defendants had a consistent policy of failing to include all forms of remuneration, including the nondiscretionary payments described above, in calculating the rate of pay for paid sick leave, and therefore failed to pay Plaintiff and Class Members for paid sick leave at the rate required by Labor Code section 246(l).

33. Since January 1, 2024, Defendants have had a consistent policy of providing Class Members no more than forty (40) hours of paid sick leave in each year, although Class Members regularly worked shifts of more than eight (8) hours, often ten (10) hours or more, so that the paid sick leave available to them each year was less than five days. Defendants therefore failed to provide Plaintiff and Class Members the amount of paid sick leave required by Labor Code section 246.

34. During the Class and PAGA Periods, Defendants had a consistent policy which did not provide Plaintiff, Class Members, and other Aggrieved Employees with first duty-free meal periods of at least thirty (30) minutes for shifts of more than five hours, which began no later than the end of the fifth hour of work, and second such meal periods for shifts of more than ten hours, which began no later than the end of the tenth hour of work, and failed to pay

such employees one (1) hour of pay at their regular rate of compensation for each workday a meal period was not provided. Defendants required Plaintiff, Class Members, and other Aggrieved Employees to complete assigned work, including daily service routes, within designated times, so that they often could not take timely, uninterrupted, duty-free meal periods of at least thirty (30) minutes. On information and belief, Plaintiff, Class Members, and other Aggrieved Employees did not waive their right to receive meal periods, including their right to a second meal period on eligible workdays. On information and belief, Defendants did not provide Plaintiff, Class Members, and other Aggrieved Employees with a written meal period policy.

35. During the Class and PAGA Periods, Defendants had a consistent policy which did not authorize and permit Plaintiff, Class Members, and other Aggrieved Employees to receive duty-free rest periods of at least ten (10) minutes per four (4) hours, or major fraction, worked, and failed to pay such employees one (1) hour of pay at their regular rate of compensation for each workday a rest period was not authorized and permitted. The same requirement to complete assigned work within designated times prevented Plaintiff, Class Members, and other Aggrieved Employees from taking duty-free rest periods. On information and belief, Defendants did not provide Plaintiff, Class Members, and other Aggrieved Employees with a written rest period policy.

36. During the Class and PAGA Periods, Defendants had a consistent policy which required Plaintiff, Class Members, and other Aggrieved Employees to purchase tools, protective equipment such as gloves, and work footwear needed to perform their work. Defendants did not provide these items, or did not provide items adequate for the work, and did not reimburse employees for the full cost of the items they purchased. As a result, Defendants failed to reimburse Plaintiff, Class Members, and other Aggrieved Employees for all necessary business expenses associated with purchasing tools, protective equipment, and work footwear in violation of Labor Code section 2802.

37. During the Class and PAGA Periods, Defendants knowingly and intentionally failed to provide accurate itemized wage statements to Plaintiff, Class Members, and other Aggrieved Employees. Additionally, because Defendants failed to compensate Plaintiff, Class Members, and other Aggrieved Employees for minimum and overtime wages, and meal and rest period premium wages, the itemized wage statements provided by Defendants to Plaintiff, Class Members, and other Aggrieved Employees were inaccurate as to the total hours worked and gross and net wages earned. As a result, the wage statements that Defendants furnished to Plaintiff, Class Members, and other Aggrieved Employees failed to comply with the requirements of Labor Code section 226(a). During the Class Period, the wage statements furnished to Plaintiff and Class Members were also inaccurate as to the gross and net wages earned, because Defendants failed to pay them for paid sick leave at the rate required by Labor Code section 246(l).

38. Because Defendants had a consistent policy of failing to pay all minimum and overtime wages, and meal and rest period premium wages owed during Plaintiff's, Class Members', and other Aggrieved Employees' employment, final wages paid during the Class and PAGA Periods were underpaid, as they did not include these amounts. Final wages paid during the Class Period to Class Members whose employment ended were also underpaid, because they did not include pay for paid sick leave at the rate required by Labor Code section 246(l).

39. During the PAGA Period, Defendants willfully failed to maintain accurate payroll records showing the hours worked daily by Plaintiff and other Aggrieved Employees as required by Labor Code section 1174(d), and failed to accurately record when they began and ended their work and meal periods, as the "Records" section of the applicable IWC Wage Order(s) requires. Defendants recorded a uniform thirty (30)-minute meal period for each workday without recording when meal periods began or ended, and did not record second meal periods.

40. During the PAGA Period, Defendants willfully failed to pay Plaintiff and other Aggrieved Employees all wages due, including overtime wages, minimum wages, and meal and rest period premiums, within the time periods specified by Labor Code sections 204 and 204b.

41. During the PAGA Period, Defendants discharged, refused to rehire, or otherwise discriminated or retaliated against Plaintiff and other Aggrieved Employees for using or attempting to use accrued paid sick leave or for exercising other rights protected by the Labor Code.

42. Defendants' failures to: pay minimum and overtime wages; provide compliant meal and rest periods or premium wages in lieu thereof; reimburse business expenses; provide accurate, itemized wage statements; and timely provide final wages upon separation to Plaintiff, Class Members, and other Aggrieved Employees all stem from Defendants' centrally devised and uniformly implemented unlawful and unfair policies and practices. Defendants' failures to pay Plaintiff and Class Members for paid sick leave at the rate required by Labor Code section 246(l) and to provide them the amount of paid sick leave required by Labor Code section 246 also stem from Defendants' centrally devised and uniformly implemented unlawful and unfair policies and practices. As to Plaintiff and other Aggrieved Employees, Defendants' failure to maintain accurate records and to timely pay wages during employment, and their retaliation against employees for using accrued paid sick leave or exercising other rights protected by the Labor Code, also stem from Defendants' centralized policies and practices.

PAGA REPRESENTATIVE ALLEGATIONS

43. At all times relevant herein, PAGA, Labor Code section 2698, et seq., as amended, was in full force and effect and was binding on Defendants. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee

and other current or former employees against whom a violation of the same provision was committed, pursuant to the procedures specified in Labor Code section 2699.3. Pursuant to Labor Code section 2699(f), a civil penalty is also established for violations of all provisions of the Labor Code except those for which a civil penalty is specifically provided.

44. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged during the period prescribed under Section 340 of the Code of Civil Procedure."

45. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c)(1) because he was employed by Defendants and personally suffered each of the violations alleged in the Ninth Cause of Action during the period prescribed by Code of Civil Procedure section 340.

46. Plaintiff brings his PAGA claim on behalf of himself, the State of California, and the other Aggrieved Employees. Plaintiff seeks civil penalties for each provision alleged herein on behalf of the Aggrieved Employees against whom a violation of that provision was committed. (Lab. Code, § 2699, subd. (a).)

47. On May 11, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3, and paid the applicable filing fee (that notice, together with any amendment of it, the "LWDA Notice").

48. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

49. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for the violations of the California Labor Code identified in the LWDA Notice.

50. Plaintiff's PAGA claim is a representative action brought on behalf of the State of California, and it need not satisfy the requirements for class certification. (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 975.)

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 1194, 1194.2, and 1197; Applicable IWC Wage Order(s), § 4)

(By Plaintiff and each Member of the Minimum Wages Subclass Against All Defendants)

51. Plaintiff incorporates the preceding paragraphs of this Complaint.

52. Defendants failed to pay minimum wages for all time worked or spent subject to Defendants' control. By failing to pay minimum wages, Defendants violated Labor Code sections 1194 and 1197, and section 4 of applicable IWC Wage Order(s).

53. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully unpaid minimum wages, with interest.

54. Defendants' unlawful acts deprived Plaintiff, the Class, and the Minimum Wages Subclass of minimum wages in amounts to be determined at trial, and they are entitled to recover these amounts, prejudgment interest on these amounts under Labor Code section 218.6, liquidated damages in an amount equal to the minimum wages unlawfully unpaid under Labor Code section 1194.2, attorneys' fees, and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 510 and 1194; Applicable IWC Wage Order(s), § 3)

(By Plaintiff and each Member of the Overtime Wages Subclass Against All Defendants)

55. Plaintiff incorporates the preceding paragraphs of this Complaint.

56. By failing to pay correctly calculated overtime wages for hours worked in excess of eight (8) in one day or forty (40) in one week and correctly calculated double-time

wages for hours worked in excess of twelve (12) in one day, Defendants violated Labor Code sections 510 and 1194, and the "Hours and Days of Work" section of the applicable IWC Wage Order(s).

57. Defendants' unlawful acts deprived Plaintiff, the Class, and the Overtime Wages Subclass of overtime wages in amounts to be determined at trial, and they are entitled to recover these amounts, prejudgment interest on these amounts under Labor Code section 218.6, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7 and 512; Applicable IWC Wage Order(s), § 11)

(By Plaintiff and each Member of the First and Second Meal Period Subclasses Against All Defendants)

58. Plaintiff incorporates the preceding paragraphs of this Complaint.

59. By failing to: provide duty-free meal periods of at least thirty (30) minutes for shifts of more than five hours, which began no later than the end of the fifth hour of work; provide second duty-free meal periods of at least thirty (30) minutes for shifts of more than ten hours, which began no later than the end of the tenth hour of work; and pay premium wages of one (1) hour of pay at employees' regular rate of compensation for each workday a meal period was not provided, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512, and section 11 of applicable IWC Wage Order(s).

60. Defendants' unlawful acts deprived Plaintiff, the Class, and the First and Second Meal Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts and prejudgment interest on these amounts as allowed by law.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT PAID REST PERIODS

(Labor Code § 226.7; Applicable IWC Wage Order(s), § 12)

(By Plaintiff and each Member of the First, Second, and Third Rest Period Subclasses Against All Defendants)

61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. By failing to authorize and permit Plaintiff and Class Members a paid rest period of at least 10 minutes for every four hours or major fraction worked per day, and by failing to provide premium wages at the regular rate of pay when not authorized and permitted, Defendants willfully violated the provisions of Labor Code section 226.7 and section 12 of applicable IWC Wage Order(s).

63. Defendants' unlawful acts deprived Plaintiff, the Class, and the First, Second, and Third Rest Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts and prejudgment interest on these amounts as allowed by law.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES

(Labor Code § 2802)

(By Plaintiff and each Member of the Expense Reimbursement Subclass Against All Defendants)

64. Plaintiff incorporates the preceding paragraphs of this Complaint.

65. By failing to reimburse Plaintiff and other similarly-situated employees for their necessary business-related expenses, including the cost of tools, protective equipment such as gloves, and work footwear, Defendants willfully violated Labor Code section 2802.

66. Defendants' unlawful acts deprived Plaintiff, the Class, and the Expense Reimbursement Subclass of reimbursement of their business-related expenses in amounts to be

determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

(By Plaintiff and each Member of the Wage Statement Subclass Against All Defendants)

67. Plaintiff incorporates the preceding paragraphs of this Complaint.

68. All employers must provide employees accurate, itemized wage statements showing certain categories of information. Labor Code § 226.

69. Defendants knowingly and intentionally failed to comply with Labor Code section 226 by, among other things, issuing wage statements that were derivatively inaccurate as a result of Defendants' failure to pay all wages owed.

70. Plaintiff and the Wage Statement Subclass suffered injury as a result of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), because Defendants failed to provide accurate and complete information as required by section 226(a)(1), (2), (5), and (9), and Plaintiff and the Wage Statement Subclass could not promptly and easily determine from the wage statements alone the gross and net wages earned, the total hours worked, and the applicable hourly rates and the corresponding number of hours worked at each rate. (Lab. Code, § 226, subd. (e)(2)(B).)

71. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff, the Class, and the Wage Statement Subclass are entitled to recover the greater of actual damages or penalties not to exceed $4,000 for each employee, and attorneys' fees and costs. Labor Code § 226(e).

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION

(Labor Code §§ 201–203)

(By Plaintiff and each Member of the Waiting Time Subclass

Against All Defendants)

72. Plaintiff incorporates the preceding paragraphs of this Complaint.

73. An employer who discharges an employee must pay all compensation due to that employee immediately upon discharge. Labor Code § 201. An employer must pay all compensation due to an employee who quits, and who has no written contract for a definite period, within 72 hours, unless the employee has given 72 hours' notice of the intention to quit, in which case the employee is entitled to the wages at the time of quitting. Labor Code § 202.

74. Defendants had a consistent and uniform policy of willfully failing to timely pay earned wages to former employees. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

75. Members of the Waiting Time Subclass are no longer employed by Defendants.

76. Defendants willfully failed to pay Plaintiff and the Waiting Time Subclass the sum due at the time of employees' termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter, entitling these employees to recover waiting time penalties.

EIGHTH CAUSE OF ACTION

VIOLATIONS OF THE UNFAIR COMPETITION LAW

(Bus. & Prof. Code §§ 17200, et seq.)

(By Plaintiff and each Member of the Class

Against All Defendants)

77. Plaintiff incorporates the preceding paragraphs of this Complaint.

78. The UCL, Cal. Bus. & Prof. Code sections 17200, et seq., defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

79. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated: the California Labor Code, including but not limited to sections 226.7 (meal and rest period premium wages), 246 (paid sick leave), 510, 1194, and 1197 (minimum and overtime wages), and 2802 (expense reimbursement); and sections 3, 4, 9, 11, and 12 of applicable IWC Wage Order(s).

80. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

81. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Class Members suffered injury in fact and lost money or property. Cal. Bus. & Prof. Code § 17204.

82. Plaintiff and Class Members seek declaratory relief and, under Cal. Bus. & Prof. Code § 17203, injunctive relief, restitution, and other appropriate equitable relief.

83. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees incurred in bringing this action.

84. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff, and each Class Member, for the period from May 11, 2022 through the filing of this Complaint, and as the primary remedy for the period from May 11, 2022 through May 10, 2023. Business and Professions Code §§ 17205, 17208.

NINTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Labor Code §§ 2698, et seq.)

(By Plaintiff on Behalf of the State of California and the Aggrieved Employees Against All Defendants)

85. Plaintiff incorporates the preceding paragraphs of this Complaint.

86. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 98.6, 201, 202, 203, 204, 204b, 233, 1174(d), and 1198. Labor Code section 2699.3(c) sets the notice procedure by which aggrieved employees, including Plaintiff, may recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 246.5(c), 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

87. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other Aggrieved Employees with all required overtime pay, as alleged herein;

(b) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages to Plaintiff and other Aggrieved Employees, as alleged herein;

(c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' intentional failure to compensate Plaintiff and other Aggrieved Employees with at least minimum wages for all hours worked, as alleged herein;

(d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other Aggrieved Employees with meal periods, as alleged herein;

(e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods, as alleged herein;

(f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for Defendants' knowing and intentional failure to provide accurate and complete wage statements to Plaintiff and other Aggrieved Employees, as alleged herein;

(g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination, as alleged herein;

(i) Violation of Labor Code sections 204 and 204b for willful and intentional failure to pay all earned wages during employment, as alleged herein;

(j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other Aggrieved Employees for all business expenses necessarily incurred, as alleged herein; and

(k) Violation of Labor Code sections 98.6, 233, and 246.5(c) for discharging, refusing to rehire, or otherwise discriminating or retaliating against Plaintiff and other Aggrieved Employees for using or attempting to use accrued paid sick leave or for exercising other rights protected by the Labor Code, as alleged herein.

88. For each violation alleged herein, Defendants are liable for civil penalties in the amounts specified by Labor Code sections 98.6, 210, 226.3, 248.5, 256, 558, 1174.5, and 1197.1 and, where no civil penalty is specifically provided, in the amount of one hundred dollars ($100) for each Aggrieved Employee per pay period pursuant to Labor Code section 2699(f)(2)(A).

89. Pursuant to Labor Code section 2699(f)(2)(B), where no civil penalty is specifically provided, the civil penalty is two hundred dollars ($200) for each Aggrieved Employee per pay period for any violation as to which, within the five years preceding the violation, the LWDA or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful, or as to which the Court determines

that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

90. The violations alleged herein were not isolated, nonrecurring events within the meaning of Labor Code section 2699(f)(2)(A)(ii); they resulted from Defendants' uniform policies and practices and continued throughout the PAGA Period. Plaintiff is further informed and believes, and thereon alleges, that Defendants did not take all reasonable steps to be in compliance with the provisions identified in the LWDA Notice before receiving the LWDA Notice or Plaintiff's request for records pursuant to Labor Code sections 226, 432, and 1198.5, and did not take all reasonable steps to prospectively be in compliance with those provisions within sixty (60) days after receiving the LWDA Notice. (Lab. Code, § 2699, subds. (g)(1), (h)(1).)

91. Plaintiff and the other Aggrieved Employees could not promptly and easily determine from the wage statements alone the accurate information required by Labor Code section 226(a). (Lab. Code, § 2699, subd. (f)(2)(A)(i).)

92. The precise number of Aggrieved Employees, the number of pay periods in which each violation occurred, and the resulting amount of civil penalties will be established according to proof based upon Defendants' payroll, timekeeping, and personnel records.

93. Pursuant to Labor Code section 2699(m), civil penalties recovered in this action shall be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees.

94. Pursuant to Labor Code section 2699(e)(1) and (k)(1), Plaintiff seeks injunctive relief requiring Defendants to comply with the provisions of the Labor Code and the applicable IWC Wage Order(s) alleged herein.

95. Pursuant to Labor Code section 2699(k)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs incurred in this action, including the filing fee paid to the LWDA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the Class, the State of California, and all Aggrieved Employees, prays for judgment against Defendants, and each of them, as follows:

Class Certification:

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class and Subclasses;
3. That counsel for Plaintiff be appointed as class counsel;
4. Provision of class notice to Class Members as defined above;

As to the First Cause of Action:

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194 and 1197 and the applicable IWC Wage Order(s) by willfully failing to pay minimum wages to Plaintiff and Class Members;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For liquidated damages pursuant to California Labor Code section 1194.2;
8. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

As to the Second Cause of Action:

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1194 and the applicable IWC Wage Order(s) by willfully failing to pay all overtime wages due to Plaintiff and Class Members;
11. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

As to the Third Cause of Action:

14. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and Class Members;

15. That the Court make an award to Plaintiff and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

16. For all actual, consequential, and incidental losses and damages, according to proof;

17. For premiums pursuant to California Labor Code section 226.7(c);

18. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

19. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law;

As to the Fourth Cause of Action:

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order(s) by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

21. That the Court make an award to Plaintiff and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

22. For all actual, consequential, and incidental losses and damages, according to proof;

23. For premiums pursuant to California Labor Code section 226.7(c);

24. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

25. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law;

As to the Fifth Cause of Action:

26. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all necessary business-related expenses and costs incurred by Plaintiff and Class Members;

27. For unpaid business-related expenses and such general and special damages as may be appropriate;

28. For pre-judgment interest on any unpaid business-related expenses from the date each expense was incurred, pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

29. For all actual, consequential, and incidental losses and damages, according to proof;

30. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law;

As to the Sixth Cause of Action:

31. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226(a) as to Plaintiff and Wage Statement Subclass Members by knowingly and intentionally failing to provide accurate itemized wage statements;

32. For all actual, consequential, and incidental losses and damages, according to proof;

33. For injunctive relief pursuant to California Labor Code section 226(h);

34. For statutory penalties pursuant to California Labor Code section 226(e);

35. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);

As to the Seventh Cause of Action:

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and pay for paid sick leave owed at the time of termination of the employment of Plaintiff and other terminated Class Members;

37. For all actual, consequential, and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law;

As to the Eighth Cause of Action:

41. That the Court declare, adjudge, and decree that Defendants' conduct of failing to pay all minimum and overtime wages, failing to pay for paid sick leave at the rate required by Labor Code section 246(l), failing to provide the amount of paid sick leave required by Labor Code section 246, failing to provide meal periods and authorize and permit rest periods or pay premium wages in lieu thereof, and failing to reimburse necessary business-related expenses constitutes unlawful and unfair business practices in violation of California Business and Professions Code sections 17200, et seq.;

42. For restitution of unpaid wages and unreimbursed business expenses to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

45. For reasonable attorneys' fees incurred herein pursuant to California Code of Civil Procedure section 1021.5;

As to the Ninth Cause of Action:

46. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other Aggrieved Employees: sections 510 and 1198 (overtime wages and the regular rate of pay); sections 1182.12, 1194, 1197, 1197.1, and 1198 (minimum wages); sections 226.7, 512(a), 516, and 1198 (meal periods); sections 226.7, 516, and 1198 (rest periods); sections 226(a) and 1198 (wage statements); sections 1174(d) and 1198 (payroll records); sections 201, 202, and 203 (wages due upon termination); sections 204 and 204b (timely payment of wages during employment); section 2802 (business expenses); and sections 98.6, 233, and 246.5(c) (retaliation for using paid sick leave);

47. For civil penalties pursuant to Labor Code sections 98.6, 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699(f)(2), and any other applicable provision, according to proof;

48. For distribution of the civil penalties recovered pursuant to Labor Code section 2699(m), sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees;

49. For injunctive relief pursuant to Labor Code section 2699(e)(1) and (k)(1);

50. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), including the filing fee paid to the LWDA;

As to All Causes of Action:

51. For pre-judgment and post-judgment interest as permitted by law;

52. For costs of suit incurred herein; and

53. For such other and further relief as the Court may deem just and proper.

Dated: November 3, 2026

THE BYRNE LAW GROUP



Adrian C. Byrne
Attorneys for Plaintiff MARVIN SOLIS,
the Putative Class, and the Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

Dated: November 3, 2026

THE BYRNE LAW GROUP



Adrian C. Byrne
Attorneys for Plaintiff MARVIN SOLIS,
the Putative Class, and the Aggrieved Employees