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on behalf of herself, aggrieved employees,
the State of California, and all others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Ventura
10/01/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARIA CIFUENTES ANDRADE, an individual, on behalf of herself, aggrieved employees, the State of California, and all others similarly situated,

Plaintiff,

vs.

EXPERT BUILDING MAINTENANCE LLC, a California limited liability company, and DOES 1-50, inclusive,

Defendant.

Case No.: 2026CUOE074037

COMPLAINT - CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT FOR:

1. **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**
2. **Failure to Pay all Wages Owed Twice Per Month**
3. **Failure to Pay Minimum Wages**
4. **Failure to Pay Wages Due Upon Termination**
5. **Failure to Provide Rest Breaks**
6. **Failure to Permit Compliant Meal Breaks**
7. **Failure to Reimburse for Required Business Expenses**
8. **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
9. **Unlawful Business Practices Bus & Prof. Code §17200**
10. **Private Attorneys General Act Penalties**

JURY TRIAL DEMANDED

Plaintiff MARIA CIFUENTES ANDRADE, individually, and on behalf of all others similarly situated, all aggrieved employees, and as Private Attorney General for the State of California (collectively "Plaintiff"), alleges as follows:

NATURE OF THE ACTION

1. This is an employment class and representative action on behalf of over 50 hourly, non-exempt employees against Defendant for violations of numerous wage and hour laws. Plaintiff employees bring this employment class action complaint on behalf of herself**,** and all others similarly situated, all aggrieved employees, and as a Private Attorney General for the State of California, against EXPERT BUILDING MAINTENANCE LLC, and the other Defendants DOES 1-50, inclusive, (hereafter collectively "Defendant").

2. EXPERT BUILDING MAINTENANCE LLC is a California limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Ventura, State of California, where Plaintiff worked from approximately August 2025 until May 2026, as a "Cleaner," earning approximately $18.00 per hour at the time of separation.

3. As described further below, Defendant has violated the California Labor Code by (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide rest breaks; (6) failing to provide timely meal breaks; (7) failing to reimburse necessary business expenses (Lab. Code §2802); (8) failing to provide accurate itemized wage statements & violation of record keeping requirements; and (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.). Plaintiff further alleges that Defendant is liable for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 et seq.

4. The class claims in this action are brought pursuant to Code of Civil Procedure ("CCP") §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures

provided for under California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from its unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now brings this Class and Representative Action Complaint, including claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

5. The "Class Period" is designated as the four-year period prior to the filing of this Complaint through the date of final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: failing to pay for all hours worked, frequently failing to provide meal and rest breaks, failing to reimburse for business expenses, issuing inaccurate wage statements, ignoring and violating California wage and hour laws in its business as more fully set forth below.

6. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

8. Defendant, by and through its actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

9. Plaintiff MARIA CIFUENTES ANDRADE is an individual who resides in California and was employed by Defendant from approximately August 2025 until May 2026.

10. Defendant EXPERT BUILDING MAINTENANCE LLC is a California limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Ventura, State of California.

11. Defendants Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

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

JURISDICTION AND VENUE

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff and many of the Class Members and aggrieved employees in this case that arose in this county.

14. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars ($35,000) and less than five million dollars ($5,000,000).

15. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California

and regularly conducts business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

16. During the Class Period and PAGA Period, Defendant committed various violations of the California Labor Code, the CCR, the UCL and applicable IWC Wage Order, as alleged below in more detail. Defendant enforces multiple policies that violate state law which are intended to increase its own profits to the detriment of its workers.

17. Defendant employed, upon information and belief, more than 50 current and former non-exempt employees (hereafter "Class Members" or "Class") during the Class Period.

18. Defendant failed to pay for all hours worked, including overtime hours worked, at the lawful rate of pay; failed to timely provide and/or authorize meal breaks and/or authorize rest breaks; pay earned wages upon discharge incurring waiting time penalties; and, provide timely, accurate wage statements and maintain required payroll records. Defendant further failed to reimburse for business expenses incurred by employees. These practices also constitute unlawful and unfair business practices. These policies and practices have deprived Plaintiff and Class Members and aggrieved employees of payment for all hours worked, and further damages, as set forth below.

19. Based upon the allegations herein, Defendant from time to time engaged in unfair competition.

20. Plaintiff brings this action on behalf of herself, and all other persons similarly situated, all aggrieved employees, and the State of California, to recover from Defendant for failure to comply with California wage and hour laws, and for claims under Business and Professions Code § 17200.

21. This action has been brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50 employees who have been similarly injured by Defendant's unlawful employment policies and practices.

22. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

23. The PAGA Class, also referred to herein as "aggrieved employees": "All current and former hourly, non-exempt employees of Defendant in California, at any time from one year prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."

24. The "Class Period" as defined herein commences four years prior to the date of filing the Complaint in this action.

25. Plaintiff brings this action on her own behalf and as a class action under Cal. Code of Civil Procedure §382 on behalf of the following defined groups:

Proposed Class:

> "All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations."

Proposed Sub-classes are defined below and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699:

A. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shift in excess of five (5) hours.

B. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours.

C. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of eight (8) hours.

D. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant

statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

G. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

26. This action is brought, and may properly be maintained, as a class action under CCP §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699 because there is a well-defined community of interest in the litigation, and the proposed Class, PAGA Class, and Subclasses (collectively "Class") are easily ascertainable.

A. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over 50 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant's possession and control.

B. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant's common, unlawful policies, practices, and procedures described above. The Plaintiff's

positions at the company was typical of those of other Class Members. Plaintiff's claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendant's common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

C. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

D. Commonality: Common questions of law and fact exist, including but not limited to the following:

i. Whether Defendant violated wage and hour laws by failing to pay all hours worked, including overtime hours;

ii. Whether Defendant violated wage and hour laws by failing to provide all required, duty-free, 30-minute minimum meal periods;

iii. Whether Defendant violated wage and hour laws by failing to provide all required rest periods;

iv. Whether Defendant's policy and practice concerning meal breaks was unlawful;

v. Whether Defendant's policy and practice concerning rest breaks was unlawful;

vi. Whether Defendant's policy and practice concerning expense reimbursement was unlawful;

vii. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;

viii. Whether Defendant's policy and practice of failing to pay employees all wages owed twice per month violates Labor Code §204(a);

ix. Whether Defendant's timekeeping practices resulted in payment of wages less than the statutory minimum wage;

x. Whether Defendant's policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, and 203;

xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;

xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;

xiii. Whether Defendant's conduct was willful and reckless;

xiv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and

xv. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

E. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and

uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

27. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

28. Plaintiff requests, pursuant to Rule 1857(a)(l) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 218, 218.6, 510, 1194, 1197, 1198, IWC Wage Orders

(Plaintiff Against All Defendants)

29. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

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

31. Off-the-Clock Hours Worked. Plaintiff and Class Members frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time. For example, Plaintiff and her coworkers frequently worked off the clock before and during their shifts, as they were required to attend pre-shift meetings and

work during their lunch breaks. Plaintiff and Class Members were not paid all overtime owed as a result of this extensive off-the-clock work.

32. Plaintiff is informed and believes, and based thereon alleges, that when employees worked more than 8 hours in one day, or more than 40 hours in one week, they were paid wages at their regularly hourly rate and not the overtime rate of pay.

33. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendant failed to permit Plaintiff and other employees to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. For example, Plaintiff was required to clock out for her meal periods but continue working, and her meal periods were frequently interrupted with work duties. Plaintiff observed these same violations among her coworkers. Employees were not permitted to leave the premises for unpaid meal periods and therefore remained under Defendant's control.

34. During the Class Period, Labor Code Section 510 applied to Defendant's employment of Plaintiff and the Class. At all times relevant hereto, Labor Code Section 510 and the applicable IWC order provided that it was unlawful to employ persons such as members of the Class without compensating them at a rate of pay either one and one-half (1½) or two (2) times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, the applicable IWC Wage Order provided that Defendant was required to pay Plaintiff and the rest of the Class at the rate of one and one-half (1½) times the Class member's regular rate of pay if the Class member worked more than eight (8) hours in a day or more than forty (40) hours in a work week. Furthermore, Defendant was required to pay Plaintiff and the rest of the Class at the rate of two (2) times the Class member's regular rate of pay if the Class member worked more than twelve (12) hours a day.

35. Plaintiff is informed and believes and based thereon alleges that during the Class period, Defendant failed to pay Plaintiff and the Class all of the wages, including overtime wages, that they were due and therefore violated Labor Code Section 510 and the applicable IWC Wage Order.

36. Therefore, the Class Members are entitled to recover from Defendant unpaid wages, plus interest thereon. Plaintiff further requests an award of attorneys' fees pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH

Cal. Lab. Code §§204, 210

(Plaintiff Against All Defendants)

37. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

38. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 204, 210.

39. Defendant was required to pay Plaintiff and class members all wages earned twice during each calendar month pursuant to Labor Code §204(a).

40. Defendant, on occasions subject to proof, failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

THIRD CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE

Cal. Lab. Code §§200, 218.5, 1194, 1194.2, 1197, 1198

(Plaintiff Against All Defendants)

41. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

42. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 200, 218.5, 1194, 1194.2, 1197, 1198.

43. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

44. Based on Defendant's unlawful conduct described herein, Defendant's failure to pay for all hours worked, including overtime, also resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197 and the Wage Orders.

45. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class Members are entitled to recover all unpaid minimum wages, liquidated damages in an amount equal to unpaid minimum wages pursuant to Labor Code § 1194.2, interest pursuant to Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Labor Code § 1194, all in amounts to be determined at trial, together with such other and further relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE UPON TERMINATION

Cal. Lab. Code §§201, 202, and 203

(Plaintiff Against All Defendants)

46. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

47. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 201, 202, and 203.

48. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

49. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

50. As a result of Defendant's willful failure to pay all wages due upon termination as alleged herein, Plaintiff and separated Class Members are entitled to recover waiting time penalties pursuant to Labor Code § 203 in an amount equal to the employee's daily rate of pay for each day

wages remain unpaid, up to a maximum of thirty days, together with all unpaid wages due at termination, interest pursuant to Labor Code § 218.6, and reasonable attorneys' fees and costs pursuant to Labor Code § 218.5, all in amounts to be determined at trial, together with such other and further relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

Cal. Labor Code §§ 226.7, 1198, Wage Orders

(Plaintiff Against All Defendants)

51. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

52. Plaintiff and similarly situated Class Members regularly worked more than three and one-half hours in a day without being authorized and permitted to take a 10-minute duty-free rest period, and regularly worked more than six hours in a day without being authorized and permitted to take two, 10-minute duty-free rest periods per four hours or major fraction thereof, as required under Cal. Labor Code § 226.7 and the applicable IWC Wage Order.

53. Employees frequently missed rest periods as a result of Defendant's staffing and business practices, further rest breaks were not scheduled into daily shifts. For example, rather than taking a rest break, Plaintiff and Class Members were often required to continue working due to the press of work.

54. While Plaintiff and Class Members sometimes received a first rest period, they consistently missed their required second rest period despite working eight or more hours per shift. Plaintiff and Class Members were also interrupted and contacted by staff and management for assistance during rest periods and were therefore not always relieved of all duties, in violation of *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269 (rest period requires that employees be relieved of all duties and employer control).

55. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Moreover, on those occasions when Defendant did pay rest period premiums, Defendant failed to pay them at the "regular rate of compensation," which under California law is equivalent to the

regular rate of pay used for overtime purposes and must include all non-discretionary remuneration, including shift and weekend differentials. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198.

56. Plaintiff also seeks injunctive relief requiring Defendant to comply with the California Labor Code and Wage Orders with respect to rest periods, declaratory relief that Defendant's policies regarding such are unlawful, and attorneys' fees and costs, and under Cal. Code of Civ. Pro. §1021.5.

57. Defendant's failure to pay rest period premiums was done willfully, in bad faith, in knowing violation of the California Labor Code and the IWC Wage Order.

SIXTH CAUSE OF ACTION

FAILURE TO PERMIT COMPLIANT MEAL BREAKS

Cal. Labor Code §§ 226.7, 512, 1198, Wage Order

(Plaintiff Against All Defendants)

58. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

59. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes… An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes…" Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal… period mandated by an applicable order of the Industrial Welfare Commission."

60. Section 11 of the applicable IWC Wage Order requires employers to authorize and permit employees to take an uninterrupted 30 minute meal period after no more than 5 hours of work. It further provides, "[u]nless an employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Pursuant to Labor Code §1198, "the employment of any employee… under conditions of labor prohibited by the order is unlawful."

61. Defendant from time to time failed to permit Plaintiff and Class Members to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work. As a result of Defendant's failure to afford legally compliant meal periods as set forth above, Defendant is liable to the Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the required uninterrupted meal periods were not provided, pursuant to Cal. Labor Code §226.7 and the applicable IWC Wage Order. Upon information and belief, Defendant often failed to pay such premiums to Plaintiff and the Class.

62. Plaintiff typically worked through her meal periods but was instructed by Defendant to mark her timesheet as having taken the meal break, so that Plaintiff's records would not reflect the violation. Plaintiff and Class Members were not paid meal premium payments for these, or any, meal period violations.

63. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law. In addition, when Defendant did pay meal period premiums, those premiums were not paid at the "regular rate of compensation" required by Labor Code §226.7(c). The regular rate of compensation is equivalent to the regular rate of pay used for overtime purposes and must include all non-discretionary remuneration, including shift and weekend differentials. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858. Defendant's wage statements reflect that meal period premiums have been paid at rates that do not properly incorporate non-discretionary differentials, resulting in underpaid premiums in violation of §226.7.

64. Plaintiff seeks injunctive relief requiring Defendant to comply with the California Labor Code and relevant Wage Orders with respect to meal periods, declaratory relief that Defendant's policies regarding such are unlawful, and attorneys' fees and costs, and under Cal. Code of Civ. Pro. §1021.5.

65. Defendant's failure to pay meal period premiums was done willfully, in bad faith, in knowing violation of the California Labor Code and the IWC Wage Orders.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES

Cal. Lab. Code §§ 1198, 2802

(Plaintiff Against All Defendants)

66. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

67. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 1198, 2802.

68. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties.

69. Plaintiff and Class Members were required to use their personal cell phones for work-related communications, including taking pictures of various conditions at work and forwarding those pictures to supervisors and managers. Plaintiff also purchased cleaning supplies necessary for work. Defendant did not reimburse Plaintiff or Class Members in any way for the expense of their personal cell phone use or cleaning supplies as required by the Labor Code.

70. As a result of Defendant's failure to reimburse necessary business expenses, Defendant is liable to Plaintiff and Class Members for all unreimbursed expenses and interest thereon, together with reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c) and Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PAYSTUB AND RECORD KEEPING VIOLATIONS

Cal. Labor Code §§ 226, 1174

(Plaintiff Against All Defendants)

71. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

72. California Labor Code § 226(a) provides that, at the time of each payment of wages, an employer shall provide each employee with a wage statement itemizing, among other things, the total hours worked by the employee in the pay period, and all applicable hourly rates in effect

during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the true legal name of the entity that is the employer.

73. California Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of his or her actual damages or a penalty of $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period (up to a maximum of $4,000), in addition to attorneys' fees and costs.

74. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the Class Members in accordance with Labor Code §§ 226 and 1174.

75. Derivative of the claims alleged above, the statements provided to Plaintiff and Class Members have not accurately reflected actual gross wages earned, including overtime and meal/rest premiums and, total hour worked requirements. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant's violations of Labor Code section 226 are ongoing and will continue until and unless this Court enters an injunction barring such violations.

76. Plaintiff and the Class Members are therefore entitled to the damages and penalties, plus attorneys' fees and costs, provided for under Labor Code §§ 226(e) and (g). Pursuant to Labor Code § 226(g), Plaintiff and the Class Members are also entitled to and seek injunctive relief requiring Defendant to comply with Labor Code 226(a).

77. Labor Code § 1174 provides that "[e]very employer employing labor in this state shall ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in

accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years."

78. Plaintiff alleges on information and belief that Defendant knowingly and intentionally failed to furnish the Class Members with accurate itemized statements for each pay period that they worked and failed to maintain accurate payroll records of the Class Members as mandated by Labor Code §§ 226 and 1174. As such, the Class Members are entitled to statutory penalties and an award of costs and attorney's fees under § 226(e).

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATION OF

California Business and Professions Code section 17200, et seq.

(Plaintiff Against All Defendants)

79. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

80. Defendant knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

81. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

82. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

83. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

84. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in

violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general public.

85. Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

86. Defendant's numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

87. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing meal/rest periods to all workers as defined herein, timely pay wages upon discharge, maintain accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

TENTH CAUSE OF ACTION

STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §2698 *et seq.*

(Plaintiff Against All Defendants)

88. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

89. Under the Private Attorneys General Act of 2004, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of herself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

90. As set forth above, Defendant has committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code provisions as statues to which §2699.3's procedural requirements must be met before a penalty may be assessed under §2699(f). The civil penalties Plaintiff seeks on behalf of herself, the State of California, and aggrieved employees include, without limitation, penalties under Labor Code §§ 558, 1174.5, 1197.1, and 2699(f).

91. Plaintiff has complied with the procedural requirements specified in §2699.3 by providing written notice to the Defendant and the Labor & Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged violations was provided within the statutory period. Consequently, Plaintiff has exhausted administrative remedies, and on behalf of herself and all other aggrieved current and former employees of Defendant. Plaintiff, therefore, now pursues this cause of action as permitted by §2698, et seq.

92. In addition to the Labor Code violations alleged in the foregoing causes of action, Defendant is liable for civil penalties under PAGA for failing to provide fresh, pure, and suitably cool potable drinking water and single-use cups to Plaintiff and aggrieved employees at reasonable and convenient times and places, in violation of Labor Code §2441.

93. Defendant further failed to timely produce or make available Plaintiff's and aggrieved employees' personnel and payroll records upon request, in violation of Labor Code §§226, 432, and 1198.5, subjecting Defendant to civil penalties.

94. Enforcement of statutory provisions enacted to protect workers and to ensure proper and prompt payment of wages due to employees is a fundamental public interest in California. Consequently, Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest and will confer a significant benefit upon the general public. Private enforcement of the rights enumerated herein is necessary, as no public agency has pursued enforcement. Plaintiff is incurring a financial burden in pursing this action and it would be against

the interests of justice to require payment of attorneys' fees and costs from any recover that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq*., and Code of Civil Procedure §1021.5

95. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest, then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil Procedure §1021.5 and other applicable law in part, because:

a. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by requiring Defendant to comply with the wage and hour laws and California's unfair business practice law;

b. This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful and/or unfair activity;

c. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendant's employees would not be aware that the acts and practices they were subjected to by Defendant were wrongful; and

d. Unless this action is prosecuted, Defendant will continue to mislead its employees about the true nature of their rights and remedies under the wage and hour laws.

96. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendant from continuing to circumvent the wage and hour statues and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;

B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code. §2698 *et seq.*

C. Provision of class notice to all members of the Class;

D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and applicable IWC Wage Order as to Plaintiff, Class Members, relevant subclass Members, and aggrieved employees;

E. For compensatory damages, in an amount according to proof at trial, with interest thereon;

F. For compensation for not being provided paid rest breaks;

G. For compensation for not being provided meal periods;

H. For compensation for not being reimbursed for required business expenses;

I. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, and 203 of the California Labor Code for willful failure to pay all compensation owed at the time of separation to Plaintiff, Class Members, and aggrieved employees no longer employed by Defendant;

J. That Plaintiff, Class Members, and aggrieved employees receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;

K. That Plaintiff, Class Members, and aggrieved employees receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;

L. That Plaintiff and Class Members receive reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;

M. That Defendant be ordered to pay restitution to Plaintiff and Class Members for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

N. That Plaintiff and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

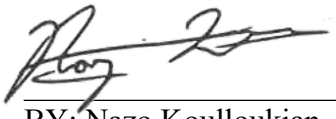
O. That the Court award penalties pursuant to Labor Code §2698 et seq.

P. That the Court issue declaratory relief that Defendant's challenged policies are unlawful; and

Q. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: September 28, 2026

KOUL LAW FIRM, APC



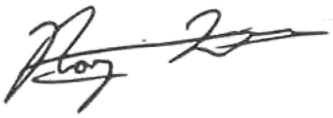
BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MARIA CIFUENTES ANDRADE and putative class members

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full extent permitted by law.

DATED: September 28, 2026

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MARIA CIFUENTES ANDRADE and putative class members

EXHIBIT 1- PAGA NOTICE LETTER

KoulLaw

Nazo@Koullaw.com
P (213) 325 – 3032
F (818) 561 – 3938

217 South Kenwood Drive
Glendale, CA 91205

www.koullaw.com

June 18, 2026

Via E-filing:
California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:
Expert Building Maintenance LLC
4348 East Los Angeles Ave.
Simi Valley, CA 93063

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Maria Cifuentes
Employer: Expert Building Maintenance LLC

Dear Sir or Madam:

Maria Cifuentes ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian and Garen Majarian of Majarian Law Group, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Expert Building Maintenance LLC (hereafter "Employer").

Employer operates a cleaning service with multiple locations in California. Claimant worked for Employer from August 2025 to May 2026 as a cleaner at 4348 East Los Angeles Ave in Simi Valley, California. Claimant worked as an hourly, nonexempt employee earning approximately $18.00 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.,* IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time. For example, Claimant and her coworker frequently worked off the clock before and during their shifts as they were required to attend pre-shift meetings and work during their lunch breaks. Claimant and aggrieved employees were not paid any overtime pay owed as a result of extensive off-the-clock work.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

As detailed below, the Claimant frequently missed meal periods. When the Claimant was able to take the necessary meal periods, she and he coworkers were not allowed to leave the premises and were still under the control of the employer and should have received compensation for this time.

Overtime Hours Unpaid

Employer failed to pay Claimant and aggrieved employees at the overtime rate. Instead, upon information and belief, Claimant alleges that many overtime hours were paid at the regular hourly rate.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes…" Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal… period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant's coworkers did not receive all required lunch breaks. For example, Claimant contends that she usually worked through meal periods but was instructed to mark her timesheet as having taken the meal break so that Claimant's records would not reflect the violation. Claimant and her coworkers were not paid meal premium payments for these, or any, violations.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2441, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Claimant and her coworkers rarely were permitted to take rest breaks due to the press of work and because Employer did not routinely permit them.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp., Inc*., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Similar to meal breaks, Claimant and aggrieved employees frequently missed rest periods. While employees sometimes received a first rest period, they consistently missed their required second rest period despite working eight or more hours per shift. Additionally, the Claimant and aggrieved employees were interrupted and contacted by staff and management for assistance and is therefore not always relieved of all duties.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2699 et seq.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications. For example, employees were required to take pictures of various conditions at work and forward the pictures to supervisors/managers. Claimant also purchased cleaning supplies necessary for work. Employers did not reimburse them in any way for the expense of their personal cell phone use or cleaning supplies as required by the Labor Code.

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge."8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

Claimant and her coworkers were not provided with potable water and single-use cups as required by law.

Pursuant to §2441, "Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment." Pursuant to Cal. Labor Code §6712, "any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty…of not less than seven hundred fifty dollars ($750) for each violation."

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Wage statements are inaccurate because they fail to provide the accurate total hours worked. This is because the employees are required to work off the clock or work overtime in order to maintain the restaurant's atmosphere and ensure customer satisfaction. Wage statements were further inaccurate because overtime wages were often paid at the regular rate of pay instead of the overtime rate of pay.

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, overtime pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Failure to Produce Personnel Records

(Cal. Labor Code §§ 226, 432, 1109.5, 2698 *et seq*)

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar ($750) penalty from the employer. Lab. Code section 1198.5(k).

Employer failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Moreover, Employer continues to fail to produce Claimant's records, and the records of other aggrieved employees upon request, as required.

Claimant's records were requested in writing on a letter dated December 5, 2025. Courtesy reminders were sent on December 12, 2025, and December 26, 2025. As of the date of this letter, Employer has yet to produce Claimant's personnel file.

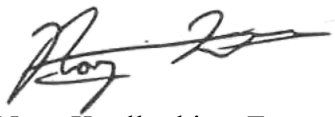
These violations subject Employer to penalties under Labor Code sections 226, 1198.5, and 2698.

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant