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GABRIEL ALEJANDRO HERNANDEZ, and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

GABRIEL ALEJANDRO HERNANDEZ, on behalf of himself and all others similarly situated, and the general public, and as an “aggrieved employee” on behalf of other “aggrieved employees” and the State of California under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

TRILLIUM PROPERTY MANAGEMENT, INC., a California corporation; and DOES 1–50, inclusive,

Defendant(s).

FILED
Superior Court of California
County of Los Angeles

08/25/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No. 26STCV19070

Filed: June 15, 2026

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code §§ 201, 202, 203, and 204);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
8. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED



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1 Plaintiff, Gabriel Alejandro Hernandez (hereafter “Plaintiff” or “Hernandez”), on behalf
2 of himself and all others similarly situated, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Trillium Property
9 Management, Inc., a California corporation, and Does 1 through 50, inclusive (collectively
10 “Defendants”).

11 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
12 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
13 related relief. These claims are based on Defendants’ failures to:

14 (A) Pay all wages, including minimum, regular, overtime and doubletime
15 wages, earned for all hours worked at the correct rates of pay;

16 (B) Provide all meal periods;

17 (C) Authorize and permit all rest breaks;

18 (D) Pay premium wages for unprovided meal periods;

19 (E) Pay premium wages for unprovided rest breaks;

20 (F) Indemnify for necessary work-related expenditures;

21 (G) Issue only accurate and complete itemized wage statements;

22 (H) Maintain accurate employment records; and

23 (I) Timely pay wages upon termination of employment.

24 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
25 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
26 action.

27 **II. THE PARTIES**

28 3. Plaintiff Gabriel Alejandro Hernandez is a resident of California. At all relevant



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1 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations
2 § 11050 and an “aggrieved employee” within the meaning of Labor Code § 2699 (c).

3 4. Defendant Trillium Property Management, Inc. is a corporation organized and
4 existing under the laws of California and also a citizen of California based on Plaintiff’s
5 information and belief.

6 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
7 participation in the conduct alleged herein of the Defendants sued as DOES 1–50, inclusive, but
8 is informed and believes and thereon alleges that said Defendants are legally responsible for the
9 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
10 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
11 when ascertained.

12 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
13 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
14 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
15 within the course and scope of such agency, employment, direction and control, and with the
16 approval and ratification of each of the other Defendants.

17 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
18 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
19 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
20 Members or otherwise complying with their rights in accordance with applicable California labor
21 laws as alleged herein.

22 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
23 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
24 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
25 described class in accordance with applicable laws as alleged herein.

26 **III. CLASS ALLEGATIONS**

27 9. This action has been brought and may be maintained as a class action pursuant to
28 California Code of Civil Procedure section 382 because there is a well-defined community of



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1 interest among the persons who comprise the readily ascertainable class defined below and
2 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
3 a class action.

4 10. **Class Definition:** The Class is defined as follows: All persons Defendants
5 employed in California as hourly, non-exempt employees, including maintenance technicians,
6 maintenance specialists, maintenance managers, and maintenance workers, individuals
7 performing work comparable to the aforementioned, compensated comparably to the
8 aforementioned, and individuals in similar positions at any time during the period beginning four
9 years prior to the filing of this action and ending on the date that final judgment is entered in this
10 action (“Class” or “Class Members”).

11 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
12 right to amend or modify the class definition with greater specificity, by further division into
13 subclasses and/or by limitation to particular issues.

14 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
15 each individual Class Member is impractical. While Plaintiff does not currently know the exact
16 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
17 minimum required for numerosity under California laws.

18 13. **Commonality and Predominance:** Common questions of law and fact exist as to
19 all Class Members and predominate over any questions which affect only individual Class
20 Members. These questions include, but are not limited to:

21 A. Whether Defendants failed to pay all wages earned to Class Members for
22 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
23 meal period premium, and rest period premium wages;

24 B. Whether Defendants failed to provide the Class Members with all meal
25 periods in compliance with California law;

26 C. Whether Defendants failed to authorize and permit the Class Members to
27 take all rest periods in compliance with California law;

28 D. Whether Defendants failed to indemnify the Class Members for the



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1 reasonable expenses they incurred during the course of performing their duties;

2 E. Whether Defendants knowingly and intentionally failed to provide the
3 class with accurate and complete itemized wage statements;

4 F. Whether Defendants willfully failed to provide the class with timely final
5 wages;

6 G. Whether Defendants engaged in unfair competition within the meaning of
7 Business and Professions Code sections 17200, et seq., with respect to the Class; and

8 H. Whether Class Members are entitled to restitution of money or property
9 that Defendants may have acquired from them through alleged Labor Code violations.

10 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
11 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
12 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
13 Code, the Wage Order, and the Business and Professions Code.

14 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
15 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
16 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
17 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
18 Members.

19 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
20 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
21 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
22 Plaintiff and absent Class Members.

23 17. **Superiority:** A class action is vastly superior to other available means for fair and
24 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
25 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
26 and efficiently prosecute their common claims in a single forum without the unnecessary
27 duplication of effort and expense that numerous individual actions would entail. In addition, the
28 monetary amounts due to many individual Class Members are likely to be relatively small and



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1 would thus make it difficult, if not impossible, for individual Class Members to both seek and
2 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
3 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
4 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

5 IV. STATEMENT OF FACTS

6 18. The Wage Order applies to “all persons employed in the public housekeeping
7 industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The
8 Wage Order defines “Public Housekeeping Industry” to mean

9 any industry, business, or establishment which provides meals, housing, or
10 maintenance services whether operated as a primary business or when incidental
11 to other operations in an establishment not covered by an industry order of the
Commission, and includes, but is not limited to the following:

- 12 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
13 cafeterias, boarding houses, clubs, and all similar establishments where
14 food in either solid or liquid form is prepared and served to be consumed
on the premises;
- 15 (2) Catering, banquet, box lunch service, and similar establishments which
16 prepare food for consumption on or off the premises;
- 17 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer
18 parks, office or loft buildings, and similar establishments offering rental
of living, business, or commercial quarters;
- 19 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
20 homes for the aged, and similar establishments offering board or lodging
21 in addition to medical, surgical, nursing, convalescent, aged, or child care;
- 22 (5) Private schools, colleges, or universities, and similar establishments which
23 provide board or lodging in addition to educational facilities;
- 24 (6) Establishments contracting for development, maintenance or cleaning of
25 grounds; maintenance or cleaning of facilities and/or quarters of
commercial units and living units; and
- 26 (7) Establishments providing veterinary or other animal care services.

27 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
28



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1 Hernandez, and all of the Class Members were covered by the Wage Order because the
2 Defendants operated, and Hernandez, and all of the Class Members, worked for one or more
3 apartment complexes. Accordingly, Hernandez and all of the other Class Members are entitled to
4 the protections the Wage Order provides.

5 19. On approximately July 22, 2024, the Defendants began to employ Hernandez in
6 Los Angeles in the position of hourly, non-exempt maintenance technician. The Defendants
7 continuously employed him in that capacity until on or about December 17, 2025, when his
8 employment ended.

9 20. At all relevant times, the Defendants issued wages to Hernandez and all of the
10 other Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At
11 all relevant times, the Defendants classified Hernandez and all of the other Class Members as
12 non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

13 21. At all relevant times, the Defendants failed to compensate Hernandez and all of
14 the other Class Members for all hours worked at the applicable minimum or regular rates of pay.
15 The Defendants required Hernandez and the other Class Members to remain “on call” to respond
16 to maintenance requests twenty-four hours per day, seven days per week. However, the
17 Defendants only paid Hernandez and the Class Members for time spent fulfilling the work order
18 at the call site. The Defendants did not pay Hernandez and the Class Members all wages for time
19 spent under employer “control” while on-call, including minimum, regular, overtime, or
20 doubletime wages.

21 22. Although the Defendants purported to set a rotating schedule for Hernandez and
22 the Class Members to be available on call, the Defendants did not respect this schedule and called
23 Hernandez and the Class Members in to the worksites at all times of the day. The Defendants
24 required Hernandez and the Class Members to respond promptly to all calls, regardless of timing
25 and how far Hernandez and the Class Members lived from the residential units and/or apartment
26 complexes. This requirement forced Hernandez and the Class Members to forego scheduling
27 personal appointments and events outside of town and to refrain from engaging in activities that
28 would impair their ability to drive or respond at a moment’s notice. The calls were not for true



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1 emergencies.

2 23. The Defendants also instituted policies restricting Hernandez and the Class
3 Members' personal time and freedom to engage in personal activities. Such policies included, but
4 were not limited to: Responding to calls or texts by phone promptly regardless of the hour and
5 refraining from personal activities that may interfere with Hernandez and the Class Members'
6 ability to respond rapidly to work orders and maintenance calls. When Hernandez and the Class
7 Members failed to respond and/or arrive quickly enough to satisfy the Defendants' expectations,
8 the Defendants yelled at and reprimanded them, issued write ups, and threatened Hernandez and
9 the Class Members with further disciplinary action. The Defendants did not permit Hernandez
10 and the Class Members to decline calls. In this manner, the Defendants effectively engaged
11 Hernandez and the Class Members to "wait" 24 hours per day and therefore failed to compensate
12 Hernandez and the other Class Members for all minimum and regular wages owed them for all
13 hours worked under employer control.

14 24. Furthermore, the Defendants failed to compensate Hernandez and all of the other
15 Class Members for all hours worked at the minimum, regular, overtime, and doubletime rates of
16 pay mandated by the applicable Wage Order. At all relevant times, the Defendants failed to pay
17 Hernandez and the Class Members the minimum wage set forth in Industrial Welfare Commission
18 Wage Order No. 5-2001 (the applicable "Wage Order") section 9(B), as required under California
19 Labor Code section 1197. The operative Wage Order states:

20 When tools or equipment are required by the employer or are necessary to the
21 performance of a job, such tools and equipment shall be provided and maintained
22 by the employer, except that an employee whose wages are at least two (2) times
23 the minimum wage provided herein may be required to provide and maintain hand
24 tools and equipment customarily required by the trade or craft.

25 Industrial Welfare Commission Wage Order No. 5-2001 § 9(B).

26 25. The Defendants required Hernandez and the other Class Members to supply all of the tools
27 necessary to complete assigned jobs, including but not limited to cordless hammer drills and
28 impact drivers, full hand tool sets, drill bits and other accessories, reciprocating and circular saws,
plumbing tools such as snakes and augers, shop vacuums with filters, and other related tools. The



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1 Defendants did not supply, maintain, repair, or replace any of the tools necessary for Hernandez
2 and the Class Members to perform their job duties. The Defendants were therefore required by
3 the state of California to compensate Hernandez and the other Class Members at a rate of no less
4 than twice the minimum wage. Furthermore, the Defendants promised, then ultimately refused,
5 to reimburse Hernandez and the Class Members the cost of purchasing, repairing, and/or replacing
6 damaged/stolen tools and equipment, and took no precautions to protect employee equipment
7 from damage or theft. When Hernandez or the Class Members lost, had stolen, or damaged such
8 tools including through wear and tear as an expected consequence of use, the Defendants did not
9 reimburse them, and Hernandez and the Class Members remained unable to work until they
10 repurchased the needed tools using personal funds. As a result of requiring Hernandez and the
11 Class Members to supply all tools necessary to perform their work, the Defendants did not at any
12 time compensate Hernandez and the Class Members at the required minimum or applicable rate
13 of pay for any and all hours worked.

14 26. The Defendants also instructed Hernandez and the Class Members to clock out for 30-
15 minute, off-duty meal periods, which the Defendants then deducted from employee payroll. The
16 Defendants specifically directed Hernandez and the Class Members to clock out for meal periods
17 prior to their fifth hour worked to maintain the appearance of compliance with the requirements
18 of the California Labor Code. However, the Defendants also required Hernandez and the Class
19 Members to monitor their phones for work orders throughout their meal periods and breaks and
20 to cease personal activities if called to a job. Hernandez and the Class Members therefore
21 remained on duty for all unpaid meal periods, or had their unpaid meal periods interrupted, as
22 instructed by the Defendants. As a result, the Defendants did not compensate Hernandez and the
23 Class Members at minimum or regular rates for this time worked.

24 27. At all relevant times, the Defendants failed to compensate Hernandez and all of
25 the other Class Members at the correct rates of pay for all hours worked over eight in a day, over
26 40 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants
27 failed to pay Hernandez and the Class Members overtime wages of time and one half for all
28 overtime hours worked while on call and engaged to wait under employer control, as described



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1 above. The Defendants further failed to pay Hernandez and the Class Members overtime wages
2 based on the correct minimum tool wage of twice the minimum wage, as required by the Wage
3 Order and California Labor Code.

4 28. At all relevant times, the Defendants failed to compensate Hernandez and all of
5 the other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all
6 over the first eight of the seventh day of the workweek. The Defendants failed to pay Hernandez
7 and the Class Members doubletime wages for all doubletime hours worked while on call and
8 engaged to wait under employer control, as described above. The Defendants also failed to pay
9 Hernandez and the Class Members doubletime wages based on the correct minimum tool wage
10 of twice the minimum wage, as required by the Wage Order and California Labor Code.

11 29. At all relevant times, the Defendants failed to provide Hernandez and all of the
12 other Class Members with all timely 30-minute, off-duty meal periods. The Defendants required
13 Hernandez and the Class Members to clock out for meal periods, but to continue to monitor their
14 personal mobile phones at all times and to cease personal activities if called back for maintenance
15 requests. In this way, the Defendants prevented Hernandez and the Class Members from taking
16 any of their unpaid meal periods off duty. Furthermore, while the Defendants occasionally paid
17 Hernandez and the Class Members meal period premium wages for meals taken after the fifth
18 hour of work, the Defendants referred to these payments as “penalties” and threatened employees
19 with reprimands and write ups for incurring meal period premiums; the Trillium Property
20 Employers even cited these “penalties” as reasoning behind the termination of employment of
21 Hernandez or the Class Members. The Defendants also reprimanded and wrote up Hernandez and
22 the Class Members for delayed responses to work calls that ultimately pushed their meal periods
23 past the five-hour mark. In this way, the Defendants encouraged Hernandez and the Class
24 Members to falsely clock out for meal periods before their fifth hour of work, regardless of
25 Hernandez and the Class Members’ availability at the time, and thus did not compensate them for
26 the majority of untimely meal periods. The Defendants did not pay meal period premium wages
27 at any time for meals taken on duty by Hernandez and the Class Members.

28 30. At all relevant times, the Defendants failed to authorize and permit Hernandez and



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1 all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours
2 worked or major portion thereof. The Defendants instructed Hernandez and the Class Members
3 to take rest breaks “when possible.” However, the Defendants also engaged in regular
4 understaffing of worksites, forcing Hernandez and the Class Members to manage a workload that
5 did not permit breaks, and required Hernandez and the Aggrieved to monitor mobile phones for
6 work requests at all times. As a result, the Defendants prevented Hernandez and the Class
7 Members from taking any timely rest breaks off duty, as required by California law. The
8 Defendants did not pay Hernandez and the other Class Members missed rest break premium
9 wages for any such missed off-duty rest breaks.

10 31. At all relevant times, the Defendants required Hernandez and all of the other Class
11 Members to incur certain business expenses in the course of performing their duties. The
12 Defendants required Hernandez and all of the other Class Members to supply mobile phones,
13 telecom, transportation between work sites to perform their job duties. However, the Defendants
14 did not provide these items and did not reimburse Hernandez and the other Class Members for
15 these items. In addition to failing to compensate Hernandez and the Class Members at the
16 mandatory tool wage rate of twice the local minimum wage, as addressed above, the Defendants
17 did not reimburse other, non-tool expense items which they required Hernandez and the Class
18 Members to supply to complete their jobs. Examples include, but are not limited to: Personal
19 mobile phones and associated telecom/data charges, mileage reimbursement for travel between
20 worksites during scheduled shifts, and wear and tear on the personal vehicles Hernandez and the
21 Class Members were forced to use in the course of performing their work duties, among others.

22 32. At all relevant times, the Defendants failed to issue to Hernandez and all of the
23 other Class Members complete and accurate wage statements that state all hours worked at the
24 correct rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to
25 state on the wage statements they issued to Hernandez and all of the other Class Members the
26 unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all
27 regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period
28 premium wages earned, all rest break premium wages earned, gross wages earned, net wages



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1 earned, all hourly rates, all hours worked at each rate of pay, and related information.

2 33. At all relevant times, the Defendants also failed to timely pay Hernandez and all
3 of the other Class Members all earned wages as described above during and at the conclusion of
4 employment.

5 34. At all relevant times, the Defendants failed to maintain accurate employee records
6 of Hernandez and all of the other Class Members.

7 35. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
8 unlawful practices and policies, Plaintiff and the Class Members were:

- 9 A. Not provided with all off duty meal periods;
- 10 B. Not authorized and permitted to take all rest break periods;
- 11 C. Not paid one hour's pay for each workday in which Defendants failed to
12 authorize and permit them to take one or more timely rest periods;
- 13 D. Not paid one hour's pay for each workday in which Defendants failed to
14 provide them with one or more timely meal periods;
- 15 E. Not paid all wages earned, including, but not limited to, minimum, regular,
16 overtime, and doubletime wages for work performed and time spent under employer control;
- 17 F. Not indemnified for all necessary business expenditures incurred during
18 the discharge of their duties;
- 19 G. Not provided with accurate and complete wage statements; and
- 20 H. Not timely paid all earned and unpaid wages at the time their employment
21 ended.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE**
24 **CORRECT RATES**

25 **Lab. Code §§ 510, 1194, 1197, and 1198**

26 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

27 36. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 37. At all relevant times, Plaintiff and the Class Members have been non-exempt



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employees entitled to the protections of both the Labor Code and the Wage Order.

A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

38. Section 2 of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

39. Employer “control” as defined in section 2(K) further applies to the time during which an employer has engaged the employee to “wait” in the form of “standby” or “on call” hours worked. Employers must pay employees no less than the minimum wage for all time spent under employer control while on-call and prevented from engaging freely in personal activities. *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 841; *Owens v. Local No. 169, Ass’n of Western Pulp and Paper Workers* (9th Cir. 1992) 971 F.2d 347, 350-351.

40. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.



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(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

41. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

42. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

43. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

44. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

45. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

46. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours



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1 worked, including unrecorded hours when the employer knew or reasonably should have known
2 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
3 Cal.4th 575, 585.)

4 47. At all relevant times during the applicable limitations period, Defendants failed to
5 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
6 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
7 doubletime hours, respectively, that they worked at the correct rates of pay.

8 48. At all relevant times, the Defendants failed to compensate Hernandez and all of
9 the other Class Members for all hours worked at the applicable minimum or regular rates of pay.
10 The Defendants failed to compensate Hernandez and all of the other Class Members for all hours
11 worked at the applicable minimum or regular rates of pay. The Defendants required Hernandez
12 and the other Class Members to remain “on call” to respond to maintenance requests twenty-four
13 hours per day, seven days per week. However, the Defendants only paid Hernandez and the Class
14 Members for time spent fulfilling the work order at the call site. The Defendants did not pay
15 Hernandez and the Class Members all wages for time spent under employer “control” while on-
16 call, including minimum, regular, overtime, or doubletime wages.

17 49. Although the Defendants purported to set a rotating schedule for Hernandez and
18 the Class Members to be available on call, the Defendants did not respect this schedule and called
19 Hernandez and the Class Members in to the worksites at all times of the day. The Defendants
20 required Hernandez and the Class Members to respond promptly to all calls, regardless of timing
21 and how far Hernandez and the Class Members lived from the residential units and/or apartment
22 complexes. This requirement forced Hernandez and the Class Members to forego scheduling
23 personal appointments and events outside of town and to refrain from engaging in activities that
24 would impair their ability to drive or respond at a moment’s notice. The calls were not for true
25 emergencies.

26 50. The Defendants also instituted policies restricting Hernandez and the Class
27 Members’ personal time and freedom to engage in personal activities. Such policies included, but
28 were not limited to: Responding to calls or texts by phone promptly regardless of the hour and



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1 refraining from personal activities that may interfere with Hernandez and the Class Members’
2 ability to respond rapidly to work orders and maintenance calls. When Hernandez and the Class
3 Members failed to respond and/or arrive quickly enough to satisfy the Defendants’ expectations,
4 the Defendants yelled at and reprimanded them, issued write ups, and threatened Hernandez and
5 the Class Members with further disciplinary action. The Defendants did not permit Hernandez
6 and the Class Members to decline calls. In this manner, the Defendants effectively engaged
7 Hernandez and the Class Members to “wait” 24 hours per day and therefore failed to compensate
8 Hernandez and the other Class Members for all minimum and regular wages owed them for all
9 hours worked under employer control.

10 51. Furthermore, the Defendants failed to compensate Hernandez and all of the other
11 Class Members for all hours worked at the minimum, regular, overtime, and doubletime rates of
12 pay mandated by the applicable Wage Order. At all relevant times, the Defendants failed to pay
13 Hernandez and the Class Members the minimum wage set forth in Industrial Welfare Commission
14 Wage Order No. 5-2001 (the applicable “Wage Order”) section 9(B), as required under California
15 Labor Code section 1197. The operative Wage Order states:

16 When tools or equipment are required by the employer or are necessary to the
17 performance of a job, such tools and equipment shall be provided and maintained
18 by the employer, except that an employee whose wages are at least two (2) times
19 the minimum wage provided herein may be required to provide and maintain hand
20 tools and equipment customarily required by the trade or craft.

21 Industrial Welfare Commission Wage Order No. 5-2001 § 9(B).

22 52. The Defendants required Hernandez and the other Class Members to supply all of the tools
23 necessary to complete assigned jobs, including but not limited to cordless hammer drills and
24 impact drivers, full hand tool sets, drill bits and other accessories, reciprocating and circular saws,
25 plumbing tools such as snakes and augers, shop vacuums with filters, and other related tools. The
26 Defendants did not supply, maintain, repair, or replace any of the tools necessary for Hernandez
27 and the Class Members to perform their job duties. The Defendants were therefore required by
28 the state of California to compensate Hernandez and the other Class Members at a rate of no less
than twice the minimum wage. Furthermore, the Defendants promised, then ultimately refused,



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1 to reimburse Hernandez and the Class Members the cost of purchasing, repairing, and/or replacing
2 damaged/stolen tools and equipment, and took no precautions to protect employee equipment
3 from damage or theft. When Hernandez or the Class Members lost, had stolen, or damaged such
4 tools including through wear and tear as an expected consequence of use, the Defendants did not
5 reimburse them, and Hernandez and the Class Members remained unable to work until they
6 repurchased the needed tools using personal funds. As a result of requiring Hernandez and the
7 Class Members to supply all tools necessary to perform their work, the Defendants did not at any
8 time compensate Hernandez and the Class Members at the required minimum or applicable rate
9 of pay for any and all hours worked.

10 53. The Defendants also instructed Hernandez and the Class Members to clock out for
11 30-minute, off-duty meal periods, which the Defendants then deducted from employee payroll.
12 The Defendants specifically directed Hernandez and the Class Members to clock out for meal
13 periods prior to their fifth hour worked to maintain the appearance of compliance with the
14 requirements of the California Labor Code. However, the Defendants also required Hernandez
15 and the Class Members to monitor their phones for work orders throughout their meal periods
16 and breaks and to cease personal activities if called to a job. Hernandez and the Class Members
17 therefore remained on duty for all unpaid meal periods, or had their unpaid meal periods
18 interrupted, as instructed by the Defendants. As a result, the Defendants did not compensate
19 Hernandez and the Class Members at minimum or regular rates for this time worked.

20 54. At all relevant times, the Defendants failed to compensate Hernandez and all of
21 the other Class Members at the correct rates of pay for all hours worked over eight in a day, over
22 40 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants
23 failed to pay Hernandez and the Class Members overtime wages of time and one half for all
24 overtime hours worked while on call and engaged to wait under employer control, as described
25 above. The Defendants further failed to pay Hernandez and the Class Members overtime wages
26 based on the correct minimum tool wage of twice the minimum wage, as required by the Wage
27 Order and California Labor Code.

28 55. At all relevant times, the Defendants failed to compensate Hernandez and all of



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1 the other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all
2 over the first eight of the seventh day of the workweek. The Defendants failed to pay Hernandez
3 and the Class Members doubletime wages for all doubletime hours worked while on call and
4 engaged to wait under employer control, as described above. The Defendants also failed to pay
5 Hernandez and the Class Members doubletime wages based on the correct minimum tool wage
6 of twice the minimum wage, as required by the Wage Order and California Labor Code.

7 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
10 rates of pay as required by California law.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **Lab. Code §§ 226.7, 512, and 1198**

14 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

15 57. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

16 58. At all relevant times during the applicable limitations period, Plaintiff and the
17 Class Members have been employees of Defendants and entitled to the benefits and protections
18 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

19 59. In relevant part, California Labor Code § 1198 states:

20 The maximum hours of work and the standard conditions of labor fixed by the
21 commission shall be the maximum hours of work and the standard conditions of
22 labor for employees. The employment of any employee for longer hours than those
23 fixed by the order or under conditions of labor prohibited by the order is unlawful.

24 60. In relevant part, California Labor Code § 512 states:

25 An employer shall not employ an employee for a work period of
26 more than five hours per day without providing the employee with
27 a meal period of not less than 30 minutes, except that if the total
28 work period per day of the employee is no more than six hours, the
meal period may be waived by mutual consent of both the
employer and employee.



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1 An employer shall not employ an employee for a work period of
2 more than 10 hours per day without providing the employee with
3 a second meal period of not less than 30 minutes, except that if the
4 total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

5 61. In relevant part, Section 11 of the Wage Order states:

6 **Meal Periods**

7
8 (A) No employer shall employ any person for a work period of
9 more than five (5) hours without a meal period of not less
10 than 30 minutes, except that when a work period of not
11 more than six (6) hours will complete the day's work the
12 meal period may be waived by mutual consent of the
13 employee and the employee. Unless the employee is
14 relieved of all duty during a 30 minute meal period, the
15 meal period shall be considered an 'on duty' meal period
16 and counted as time worked. An 'on duty' meal period shall
be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid
meal period is agreed to. The written agreement shall state
that the employee may, in writing, revoke the agreement at
any time.

17 (B) If an employer fails to provide an employee a meal period
18 in accordance with the applicable provisions of this Order,
19 the employer shall pay the employee one (1) hour of pay at
20 the employee's regular rate of compensation for each work
day that the meal period is not provided.

21 62. In relevant part, California Labor Code § 226.7 states:

22 (b) An employer shall not require an employee to work during
23 a meal or rest period mandated pursuant to an applicable
24 statute, or applicable regulation, standard, or order of the
Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of
Occupational Safety and Health.

25 (c) If an employer fails to provide an employee a meal period
26 or rest period in accordance with a state law, including, but
27 not limited to, an applicable statute or applicable
28



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1 regulation, standard, or order of the Industrial Welfare
2 Commission, the Occupational Safety and Health
3 Standards Board, or the Division of Occupational Safety
4 and Health, the employer shall pay the employee one
5 additional hour of pay at the employee's regular rate of
6 compensation for each work day that the meal or rest
7 period is not provided.

8 63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
9 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
10 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
11 to a second 30-minute meal period when they worked more than 10 hours in a workday.

12 64. Defendants intentionally failed to provide Plaintiff and the Class Members with
13 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
14 required Hernandez and the Class Members to clock out for meal periods, but to continue to
15 monitor their personal mobile phones at all times and to cease personal activities if called back
16 for maintenance requests. In this way, the Defendants prevented Hernandez and the Class
17 Members from taking any of their unpaid meal periods off duty.

18 65. Furthermore, while the Defendants occasionally paid Hernandez and the Class
19 Members meal period premium wages for meals taken after the fifth hour of work, the Defendants
20 referred to these payments as "penalties" and threatened employees with reprimands and write
21 ups for incurring meal period premiums; the Trillium Property Employers even cited these
22 "penalties" as reasoning behind the termination of employment of Hernandez or the Class
23 Members. The Defendants also reprimanded and wrote up Hernandez and the Class Members for
24 delayed responses to work calls that ultimately pushed their meal periods past the five-hour mark.
25 In this way, the Defendants encouraged Hernandez and the Class Members to falsely clock out
26 for meal periods before their fifth hour of work, regardless of Hernandez and the Class Members'
27 availability at the time, and thus did not compensate them for the majority of untimely meal
28 periods. The Defendants did not pay meal period premium wages at any time for meals taken on
duty by Hernandez and the Class Members.

66. At all relevant times, Defendants failed to provide Plaintiff and the Class Members



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1 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
2 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
3 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
4 Members with timely meal periods.

5 67. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the and the Class Members with all off-duty meal
8 periods required by California law.

9 68. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
10 suffered damages in amounts subject to proof to the extent they were not paid additional wages
11 owed for all meal periods not provided to them.

12 69. By reason of the above, Plaintiff and the Class Members are entitled to premium
13 wages for workdays in which one or more meal periods were not provided to them pursuant to
14 California Labor Code § 226.7.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

17 **Lab. Code §§ 226.7 and 1198**

18 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

19 70. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

20 71. At all relevant times during the applicable limitations period, Plaintiff and the
21 Class Members have been employees of Defendants and entitled to the benefits and protections
22 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

23 72. In relevant part, California Labor Code § 1198 states:

24 The maximum hours of work and the standard conditions of labor
25 fixed by the commission shall be the maximum hours of work and
26 the standard conditions of labor for employees. The employment
27 of any employee for longer hours than those fixed by the order or
28 under conditions of labor prohibited by the order is unlawful.

73. In relevant part, Section 12 of the Wage Order states:



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Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(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.

74. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

75. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

76. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the



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1 Wage Order.

2 77. The Defendants instructed Hernandez and the Class Members to take rest breaks
3 “when possible.” However, the Defendants also engaged in regular understaffing of worksites,
4 forcing Hernandez and the Class Members to manage a workload that did not permit breaks, and
5 required Hernandez and the Aggrieved to monitor mobile phones for work requests at all times.
6 As a result, the Defendants prevented Hernandez and the Class Members from taking any timely
7 rest breaks off duty, as required by California law.

8 78. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
9 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
10 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
11 Plaintiff and the other Class Members to take timely rest periods.

12 79. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
13 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
14 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
15 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
16 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
17 to authorize and permit them to take 10-minute rest periods every four hours worked or major
18 fraction thereof.

19 80. Plaintiff is informed and believes and thereon alleges that, at all relevant times
20 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
21 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
22 take all rest breaks required by California law.

23 81. Defendants failed to provide Plaintiff with all required rest breaks in accordance
24 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
25 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
26 which resulted in Defendants not providing the Class Members with all rest breaks required by
27 California law.

28 82. Defendants failed to pay Plaintiff the additional wages required by California



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1 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and
2 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
3 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
4 Class Members with additional wages for all rest breaks not provided to them as required by
5 California Labor Code § 226.7.

6 83. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
7 suffered damages in amounts subject to proof to the extent they were not paid additional wages
8 owed for all rest breaks not provided to them.

9 84. By reason of the above, Plaintiff and the Class Members are entitled to premium
10 wages for workdays in which one or more rest breaks were not provided to them pursuant to
11 California Labor Code § 226.7.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY**

14 **Lab. Code § 2802**

15 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

16 85. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

17 86. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
18 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
19 consequence of the discharge of his or her duties."

20 87. California Labor Code § 1198 prohibits employers from employing their
21 employees under conditions prohibited by the Wage Order.

22 88. At all relevant times, Defendants required Plaintiff and the Class Members to incur
23 certain business expenses in the course of performing their duties.

24 89. As described above, the Defendants failed to pay Hernandez and the other Class
25 Members no less than two times the minimum wage ("tool wage") despite requiring Hernandez
26 and the Class Members to provide, maintain, and replace all of the tools required to perform their
27 jobs. Additionally, and/or in the alternative, the Defendants required Hernandez and all of the
28 other Class Members to incur certain business expenses in the course of performing their duties,



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1 including and in addition to occupational tools and equipment. The Defendants required
2 Hernandez and all of the other Class members to supply mobile phones, telecom services, and
3 transportation between work sites to perform their job duties. However, the Defendants did not
4 provide these items and did not reimburse Hernandez and the other Class members for these items.
5 In addition to failing to compensate Hernandez and the Class Members at the mandatory tool
6 wage rate of twice the local minimum wage, as addressed above, the Defendants did not reimburse
7 other, non-tool expense items which they required Hernandez and the Class Members to supply
8 to complete their jobs. Examples include, but are not limited to: Personal mobile phones and
9 associated telecom/data charges, mileage reimbursement for travel between worksites during
10 scheduled shifts, and wear and tear on the personal vehicles Hernandez and the Class Members
11 were forced to use in the course of performing their work duties, among others.

12 90. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
13 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
14 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
15 during the course of performing their duties.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

18 **Lab. Code § 226**

19 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

20 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE** 21 **STATEMENTS**

22 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 92. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
24 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
25 statement showing:

26 A. Gross wages earned;

27 B. Total hours worked by the employee, except for any employee whose
28 compensation is solely based on a salary and who is exempt from payment of overtime under



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subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

D. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

E. Net wages earned;

F. The inclusive dates of the period for which the employee is paid;

G. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

93. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name and address of the legal entity that secured the services of the employer during the pay period;

D. The name of the employee and only the last four digits of his or her social



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1 security number or an employee identification number other than a social security number; and

2 E. The number of piece-rate units earned and the piece rate.

3 94. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
4 means a reasonable person would be able to readily ascertain the information without reference
5 to other documents or information.

6 95. As alleged herein, at all relevant times during the applicable limitations period,
7 Defendants violated California Labor Code section 226 because they did not properly and
8 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
9 the corresponding number of hours worked at each rate by the employee and other requirements
10 of California Labor Code section 226. Defendants failed to state in the wage statements they
11 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
12 including, but not limited to, regular and overtime wages for work they performed off-the-clock
13 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
14 either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
15 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
16 Members that state all minimum wages earned, all regular wages earned, all overtime wages
17 earned, all doubletime wages earned, all meal period premium wages earned, all rest break
18 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
19 worked at each rate of pay.

20 96. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
21 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
22 the other Class Members with accurate wage statements but intentionally provided wage
23 statements that Defendants knew were not accurate.

24 97. As a result of being provided with inaccurate wage statements by Defendants,
25 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
26 wage statements were violated and they were misled about the amount of wages they had actually
27 earned and were owed. In addition, the absence of accurate information on their wage statements
28 prevented immediate challenges to Defendants’ unlawful pay practices, has required discovery



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1 and mathematical computations to determine the amounts of wages owed, has caused difficulty
2 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
3 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
4 and the other Class Members were not able to ascertain from the wage statements whether
5 Defendants complied with their obligations under California Labor Code section 226(a).

6 **SIXTH CAUSE OF ACTION**

7 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

8 **Lab. Code §§ 201, 202, and 203**

9 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

10 98. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 99. At all relevant times during the applicable limitations period, Plaintiff and the
12 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
13 of California Labor Code §§ 201–203, and the Wage Order.

14 100. Labor Code § 201 provides that all earned and unpaid wages of an employee who
15 is discharged are due and payable immediately at the time of discharge.

16 101. Labor Code § 202 provides that all earned and unpaid wages of an employee who
17 quits after providing at least 72-hours notice before quitting are due and payable at the time of
18 quitting and that all earned and unpaid wages of an employee who quits without providing at least
19 72-hours notice before quitting are due and payable within 72 hours.

20 102. The Defendants failed to pay Hernandez and all of the other Class Members whose
21 employment ended all of the earned but unpaid wages described above by the conclusion of their
22 employment with Hernandez, including minimum wages, regular wages, overtime wages,
23 doubletime wages, unprovided meal period premium wages, and unprovided rest break premium
24 wages.

25 103. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
27 § 201 or § 202.

28 104. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff



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1 and the Class Members all of their earned and unpaid wages (described above) have been willful
2 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
3 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
4 they have had the ability to comply with those legal requirements.

5 105. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf of
6 himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties
7 for each Class Member.

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **Bus. & Prof. Code §§ 17200, *et seq.***

11 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

12 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 107. At all relevant times during the applicable limitations period, Plaintiff and the
14 Class Members have been employees of Defendants and entitled to the benefits and protections
15 of the Business and Professions Code §§ 17200, *et seq.*

16 108. The unlawful conduct of Defendants alleged herein amount to and constitutes
17 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
18 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
19 gained a competitive advantage over other comparable companies doing business in California
20 that comply with their legal obligations to compensate employees for all earned wages.

21 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
22 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
23 Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages,
24 missed meal period premium wages, missed rest period premium wages, phone expenses, telecom
25 expenses, mileage expenses, and comparable money and property.

26 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business



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1 practices.

2 111. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
3 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
4 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **EIGHTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **Lab.Code §§ 2698, *et seq.***

8 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**
9 **against all Defendants)**

10 112. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 113. The "Aggrieved Employees" are all members of the Class defined above who
12 Defendants employed during the period beginning June 15, 2025, and ending on the date that final
13 judgment is entered in this action.

14 114. Labor Code § 204 states

15 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
16 or 204.2, earned by any person in any employment are due and payable twice
17 during each calendar month, on days designated in advance by the employer as the
18 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
19 calendar month shall be paid for between the 16th and the 26th day of the month
20 during which the labor was performed, and labor performed between the 16th and
the last day, inclusive, of any calendar month, shall be paid for between the 1st
and 10th day of the following month. ...

21 (b) (1) Notwithstanding any other provision of this section, all wages
22 earned for labor in excess of the normal work period shall be paid no later than the
payday for the next regular payroll period.

23 (2) An employer is in compliance with the requirements of subdivision
24 (a) of Section 226 relating to total hours worked by the employee, if hours
worked in excess of the normal work period during the current pay period
are itemized as corrections on the paystub for the next regular pay period.
Any corrections set out in a subsequently issued paystub shall state the
inclusive dates of the pay period for which the employer is correcting its
initial report of hours worked.

25 (c) However, when employees are covered by a collective bargaining



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1 agreement that provides different pay arrangements, those arrangements shall
2 apply to the covered employees.

3 (d) The requirements of this section shall be deemed satisfied by the payment
4 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
5 more than seven calendar days following the close of the payroll period.

6 115. During the applicable time period, Defendants violated California Labor Code §§
7 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

8 116. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
9 behalf of himself or herself and other current or former employees, to bring a civil action to
10 recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

11 117. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
12 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
13 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198,
14 and 2802 during the applicable limitations period in the following amounts:

15 A. For violations of California Labor Code § 204, one hundred dollars
16 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
17 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
18 (penalty amounts established by California Labor Code § 210).

19 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
20 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
21 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
22 California Labor Code § 226.3); Alternatively, one hundred dollars (\$100) for each Aggrieved
23 Employee per pay period; Alternatively, twenty-five dollars (\$25) for each Aggrieved Employee
24 per pay period if the employee could promptly and easily determine from the wage statement
25 alone the accurate information specified by subdivision (a) of Section 226; and alternatively, fifty
26 dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from
27 an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or
28 four consecutive pay periods.



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1 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
2 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
3 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
4 each pay period for which the employee was underpaid (penalty amounts established by
5 California Labor Code § 558).

6 D. For violations of California Labor Code § 1174, five hundred dollars
7 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
8 amounts established by Labor Code § 1174.5).

9 E. For violations of California Labor Code § 1197, one hundred dollars
10 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
11 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
12 (regardless of whether the initial violations were intentionally committed) (penalty amounts
13 established by California Labor Code § 1197.1).

14 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
15 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
16 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
17 period for each subsequent violation (penalty amounts established by California Labor Code §
18 2699(f)(2)).

19 118. Plaintiff has complied with the procedures for bringing suit specified in California
20 Labor Code § 2699.3. By letter, dated June 15, 2026, Plaintiff filed written notice online with the
21 Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail
22 to Defendants of the specific provisions of the California Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violations. A true and correct copy
24 of the notice to the LWDA, dated June 15, 2026, is attached as **Exhibit A**. Plaintiff submitted his
25 LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response
26 within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA
27 will provide written notice to Plaintiff informing him that it does not intend to investigate these
28 allegations.



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1 119. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
2 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
3 connection with their claims for civil penalties.

4 **V. PRAYER FOR RELIEF**

5 120. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for
6 relief and judgment against Defendants as follows:

- 7 A. An order that the action be certified as a class action with respect to
8 Plaintiff's claims for violations of California law;
- 9 B. An order that Plaintiff be appointed class representative;
- 10 C. An order that counsel for Plaintiff be appointed class counsel;
- 11 D. Unpaid wages, including minimum, regular, overtime, doubletime, missed
12 meal period, and missed rest period wages;
- 13 E. Liquidated damages;
- 14 F. Statutory penalties, including waiting time penalties;
- 15 G. Civil penalties;
- 16 H. Restitution;
- 17 I. Declaratory relief;
- 18 J. Actual damages;
- 19 K. Pre-judgment interest;
- 20 L. Costs of suit;
- 21 M. Reasonable attorneys' fees; and
- 22 N. Such other relief as the Court deems just and proper.

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VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: August 25, 2026

By: 

DAVID G. SPIVAK, JULIA R.
McCOY. Attorneys for Plaintiff(s),
GABRIEL ALEJANDRO
HERNANDEZ, and all others similarly
situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

June 15, 2026

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Gabriel Alejandro Hernandez / Trillium Property Management

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Gabriel Alejandro Hernandez (hereafter “Hernandez” or “Complainant”) provides notice that Trillium Property Management, Inc., a California corporation, and related entities (collectively “the Trillium Property Management Employers” or “the Employers”) violated his rights and those of all other individuals the Trillium Property Management Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, including but not limited to maintenance technicians, maintenance specialists, maintenance managers, maintenance workers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Hernandez hereby provides this notice to the Labor & Workforce Development Agency and the Trillium Property Management Employers and their agents and representatives.

At all relevant times, the Trillium Property Management Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Hernandez and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately July 22, 2024, the Trillium Property Management Employers began to employ Hernandez in Los Angeles in the position of hourly, non-exempt maintenance technician. The Trillium Property Management Employers continuously employed him in that capacity until on or about December 17, 2025, when his employment ended.

At all relevant times, the Trillium Property Management Employers issued wages to Hernandez and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Trillium Property Management Employers classified Hernandez and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Trillium Property Management Employers required Hernandez and the other Aggrieved Employees to remain “on-call” to respond to maintenance requests twenty-four hours per day, seven days per week. However, the Trillium Property Management Employers only paid Hernandez and the Aggrieved Employees for time spent fulfilling the work order at the call site. The Trillium Property Management Employers did not pay Hernandez and the Aggrieved Employees all wages for time spent under employer “control” while on-call, including minimum, regular, overtime, or doubletime wages.

Although the Trillium Property Management Employers purported to set a rotating schedule for Hernandez and the Aggrieved Employees to be available on call, the Trillium Property Management Employers did not respect this schedule and called Hernandez and the Aggrieved Employees in to the worksites at all times of the day. The Trillium Property Management Employers required Hernandez and the Aggrieved Employees to respond promptly to all calls, regardless of timing and how far Hernandez and the Aggrieved Employees lived from the residential units and/or apartment complexes. This requirement forced Hernandez and the Aggrieved Employees to forego scheduling personal appointments and events outside of town and to refrain

from engaging in activities that would impair their ability to drive or respond at a moments' notice. The calls were not for true emergencies.

The Trillium Property Management Employers also instituted policies restricting Hernandez and the Aggrieved Employees' personal time and freedom to engage in personal activities. Such policies included, but were not limited to: Responding to calls or texts by phone promptly regardless of the hour and refraining from personal activities that may interfere with Hernandez and the Aggrieved Employees' ability to respond rapidly to work orders and maintenance calls. When Hernandez and the Aggrieved Employees failed to respond and/or arrive quickly enough to satisfy the Trillium Property Management Employers' expectations, the Trillium Property Management Employers yelled at and reprimanded them, issued write ups, and threatened Hernandez and the Aggrieved Employees with further disciplinary action. The Trillium Property Management Employers did not permit Hernandez and the Aggrieved Employees to decline calls. In this manner, the Trillium Property Management Employers effectively engaged Hernandez and the Aggrieved Employees to "wait" 24 hours per day and therefore failed to compensate Hernandez and the other Aggrieved Employees for all minimum and regular wages owed them for all hours worked under employer control.

Furthermore, the Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked at the minimum, regular, overtime, and doubletime rates of pay mandated by the applicable Wage Order. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees the minimum wage set forth in Industrial Welfare Commission Wage Order No. 5-2001 (the "Wage Order") section 9(B), as required under California Labor Code section 1197. The operative Wage Order states:

When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Industrial Welfare Commission Wage Order No. 5-2001 § 9(B). The Trillium Property Management Employers required Hernandez and the other Aggrieved Employees to supply all of the tools necessary to complete assigned jobs, including but not limited to cordless hammer drills and impact drivers, full hand tool sets, drill bits and other accessories, reciprocating and circular saws, plumbing tools such as snakes and augers, shop vacuums with filters, and other related tools. The Trillium Property Management Employers did not supply, maintain, repair, or replace any of the tools necessary for Hernandez and the Aggrieved Employees to perform their job duties. The Trillium Property Management Employers were therefore required by the state of California to compensate Hernandez and the other Aggrieved Employees at a rate of no less than twice the minimum wage. Furthermore, the Trillium Property Management Employers promised, then ultimately refused, to reimburse Hernandez and the Aggrieved Employees the cost of purchasing, repairing, and/or replacing damaged/stolen tools and equipment, and took no precautions to protect employee equipment from damage or theft. When Hernandez or the Aggrieved Employees lost, had stolen, or damaged such tools including through wear and tear as an expected consequence of use, the Trillium Property Management Employers did not reimburse them, and Hernandez and the Aggrieved employees remained unable to work until they repurchased the needed tools using personal funds. As a result of requiring Hernandez and the Aggrieved Employees to supply all tools necessary to perform their work, the Trillium Property Management Employers did not at any time compensate Hernandez and the Aggrieved Employees at the required minimum or applicable rate of pay for any and all hours worked.

The Trillium Property Management Employers also instructed Hernandez and the Aggrieved Employees to clock out for 30-minute, off-duty meal periods, which the Trillium Property Management Employers then deducted from employee payroll. The Trillium Property Management Employers specifically directed Hernandez and the Aggrieved Employees to clock out for meal periods prior to their fifth hour worked to maintain the appearance of compliance with the requirements of the California Labor Code. However, the Trillium Property Management Employers also required Hernandez and the Aggrieved Employees to monitor their phones for work orders throughout their meal periods and breaks and to cease personal activities if called to a job. Hernandez and the Aggrieved Employees therefore remained on duty for all unpaid meal periods, or had their unpaid meal periods interrupted, as instructed by the Trillium Property Management Employers. As a result, Trillium Property Management

Employers did not compensate Hernandez and the Aggrieved Employees at minimum or regular rates for this time worked.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees overtime wages of time and one half for all overtime hours worked while on call and engaged to wait under employer control, as described above. The Trillium Property Management Employers further failed to pay Hernandez and the Aggrieved Employees overtime wages based on the correct minimum tool wage of twice the minimum wage, as required by the Wage Order and California Labor Code.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees doubletime wages for all doubletime hours worked while on call and engaged to wait under employer control, as described above. The Trillium Property Management Employers also failed to pay Hernandez and the Aggrieved Employees doubletime wages based on the correct minimum tool wage of twice the minimum wage, as required by the Wage Order and California Labor Code.

At all relevant times, the Trillium Property Management Employers failed to provide Hernandez and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Trillium Property Management Employers required Hernandez and the Aggrieved Employees to clock out for meal periods, but to continue to monitor their personal mobile phones at all times and to cease personal activities if called back for maintenance requests. In this way, the Trillium Property Management Employers prevented Hernandez and the Aggrieved Employees from taking any of their unpaid meal periods off duty. Furthermore, while the Trillium Property Management Employers occasionally paid Hernandez and the Aggrieved Employees meal period premium wages for meals taken after the fifth hour of work, the Trillium Property Management Employers referred to these payments as “penalties” and threatened employees with reprimands and write ups for incurring meal period premiums; the Trillium Property Employers even cited these “penalties” as reasoning behind the

termination of employment of Hernandez or the Aggrieved Employees. The Trillium Property Management Employers also reprimanded and wrote up Hernandez and the Aggrieved Employees for delayed responses to work calls that ultimately pushed their meal periods past the five hour mark. In this way, the Trillium Property Management Employers encouraged Hernandez and the Aggrieved Employees to falsely clock out for meal periods before their fifth hour of work, regardless of Hernandez and the Aggrieved Employees' availability at the time, and thus did not compensate them for the majority of untimely meal periods. The Trillium Property Management Employers did not pay meal period premium wages at any time for meals taken on-duty by Hernandez and the Aggrieved Employees.

At all relevant times, the Trillium Property Management Employers failed to authorize and permit Hernandez and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Trillium Property Management Employers instructed Hernandez and the Aggrieved Employees to take rest breaks "when possible." However, the Trillium Property Management Employers also engaged in regular understaffing of worksites, forcing Hernandez and the Aggrieved Employees to manage a workload that did not permit breaks, and required Hernandez and the Aggrieved to monitor mobile phones for work requests at all times. As a result, the Trillium Property Management Employers prevented Hernandez and the Aggrieved Employees from taking any timely rest breaks off duty, as required by California law. The Trillium Property Management Employers also failed to pay premium wages for days on which they failed to authorize and permit Hernandez and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Trillium Property Management Employers required Hernandez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. In addition to failing to compensate Hernandez and the Aggrieved Employees at the mandatory tool wage rate of twice the local minimum wage, as addressed above, the Trillium Property Management Employers did not reimburse other, non-tool expense items which they required Hernandez and the Aggrieved Employees to supply to complete their jobs. Examples include, but are not limited to: Personal mobile phones and associated telecom/data charges, mileage reimbursement for travel between worksites during scheduled shifts, and wear and tear on the personal vehicles Hernandez and the Aggrieved Employees were forced to use in the course of performing their work duties, among others.

At all relevant times, the Trillium Property Management Employers failed to issue to Hernandez and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Trillium Property Management Employers knowingly and intentionally failed to state on the wage statements they issued to Hernandez and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hourly rates, all hours worked at each rate of pay, and other required information.

The Trillium Property Management Employers also failed to timely pay Hernandez and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Trillium Property Management Employers failed to maintain accurate employee records of Hernandez and all of the other Aggrieved Employees.

For the reasons stated herein, Hernandez alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Trillium Property Management Employers failed to pay Hernandez and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Trillium Property Management Employers failed to provide Hernandez and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Trillium Property Management Employers failed to authorize and permit Hernandez and all of the other Aggrieved Employees to take rest breaks in compliance with California law;

- (d) The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at one hour's pay for each day in which the Trillium Property Management Employers failed to provide them with one or more meal periods as required by law;
- (e) The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at one hour's pay for each day in which the Trillium Property Management Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Trillium Property Management Employers failed to indemnify Hernandez and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Trillium Property Management Employers knowingly and intentionally failed to provide Hernandez and all of the other Aggrieved Employees with accurate wage statements;
- (h) The Trillium Property Management Employers willfully failed to timely pay Hernandez and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Trillium Property Management Employers and when their employment ended;
- (i) The Trillium Property Management Employers failed to maintain accurate employment records pertaining to Hernandez and all of the other Aggrieved Employees.

Accordingly, Hernandez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Trillium Property Management Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food is either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Trillium Property Management Employers, Hernandez, and all of the Aggrieved Employees were covered by the Wage Order because the Trillium Property Management Employers operated, and Hernandez, and all of the Aggrieved Employees, worked for one or more apartments complexes. Accordingly, Hernandez and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

**Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)**

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

Employer “control” as defined in section 2(K) further applies to the time during which an employer has engaged the employee to “wait” in the form of “standby” or “on-call” hours worked. Employers must pay employees no less than the minimum wage for all time spent under employer control while on-call and prevented from engaging freely in personal activities. *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 841; *Owens v. Local No. 169, Ass’n of Western Pulp and Paper Workers* (9th Cir. 1992) 971 F.2d 347, 350-351.

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than

one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked,

including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Trillium Property Management Employers required Hernandez and the other Aggrieved Employees to remain “on-call” to respond to maintenance requests twenty-four hours per day, seven days per week. However, the Trillium Property Management Employers only paid Hernandez and the Aggrieved Employees for time spent fulfilling the work order at the call site. The Trillium Property Management Employers did not pay Hernandez and the Aggrieved Employees all wages for time spent under employer “control” while on-call, including minimum, regular, overtime, or doubletime wages.

Although the Trillium Property Management Employers purported to set a rotating schedule for Hernandez and the Aggrieved Employees to be available on call, the Trillium Property Management Employers did not respect this schedule and called Hernandez and the Aggrieved Employees in to the worksites at all times of the day. The Trillium Property Management Employers required Hernandez and the Aggrieved Employees to respond promptly to all calls, regardless of timing and how far Hernandez and the Aggrieved Employees lived from the residential units and/or apartment complexes. This requirement forced Hernandez and the Aggrieved Employees to forego scheduling personal appointments and events outside of town and to refrain from engaging in activities that would impair their ability to drive or respond at a moments’ notice. The calls were not for true emergencies.

The Trillium Property Management Employers also instituted policies restricting Hernandez and the Aggrieved Employees’ personal time and freedom to engage in personal activities. Such policies included, but were not limited to: Responding to calls or texts by phone promptly regardless of the hour and refraining from personal activities that may interfere with Hernandez and the Aggrieved Employees’ ability to respond rapidly to work orders and maintenance calls. When Hernandez and the Aggrieved Employees failed to respond and/or arrive quickly enough to satisfy the Trillium Property Management Employers’ expectations, the Trillium Property Management Employers yelled at and reprimanded them, issued write ups, and

threatened Hernandez and the Aggrieved Employees with further disciplinary action. The Trillium Property Management Employers did not permit Hernandez and the Aggrieved Employees to decline calls. In this manner, the Trillium Property Management Employers effectively engaged Hernandez and the Aggrieved Employees to “wait” 24 hours per day and therefore failed to compensate Hernandez and the other Aggrieved Employees for all minimum and regular wages owed them for all hours worked under employer control.

Furthermore, the Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked at the minimum, regular, overtime, and doubletime rates of pay mandated by the applicable Wage Order. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees the minimum wage set forth in Industrial Welfare Commission Wage Order No. 5-2001 (the “Wage Order”) section 9(B), as required under California Labor Code section 1197. The operative Wage Order states:

When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Industrial Welfare Commission Wage Order No. 5-2001 § 9(B). The Trillium Property Management Employers required Hernandez and the other Aggrieved Employees to supply all of the tools necessary to complete assigned jobs, including but not limited to cordless hammer drills and impact drivers, full hand tool sets, drill bits and other accessories, reciprocating and circular saws, plumbing tools such as snakes and augers, shop vacuums with filters, and other related tools. The Trillium Property Management Employers did not supply, maintain, repair, or replace any of the tools necessary for Hernandez and the Aggrieved Employees to perform their job duties. The Trillium Property Management Employers were therefore required by the state of California to compensate Hernandez and the other Aggrieved Employees at a rate of no less than twice the minimum wage. Furthermore, the Trillium Property Management Employers promised, then ultimately refused, to reimburse Hernandez and the Aggrieved Employees the cost of purchasing, repairing, and/or replacing damaged/stolen tools

and equipment, and took no precautions to protect employee equipment from damage or theft. When Hernandez or the Aggrieved Employees lost, had stolen, or damaged such tools including through wear and tear as an expected consequence of use, the Trillium Property Management Employers did not reimburse them, and Hernandez and the Aggrieved employees remained unable to work until they repurchased the needed tools using personal funds. As a result of requiring Hernandez and the Aggrieved Employees to supply all tools necessary to perform their work, the Trillium Property Management Employers did not at any time compensate Hernandez and the Aggrieved Employees at the required minimum or applicable rate of pay for any and all hours worked.

The Trillium Property Management Employers also instructed Hernandez and the Aggrieved Employees to clock out for 30-minute, off-duty meal periods, which the Trillium Property Management Employers then deducted from employee payroll. The Trillium Property Management Employers specifically directed Hernandez and the Aggrieved Employees to clock out for meal periods prior to their fifth hour worked to maintain the appearance of compliance with the requirements of the California Labor Code. However, the Trillium Property Management Employers also required Hernandez and the Aggrieved Employees to monitor their phones for work orders throughout their meal periods and breaks and to cease personal activities if called to a job. Hernandez and the Aggrieved Employees therefore remained on duty for all unpaid meal periods, or had their unpaid meal periods interrupted, as instructed by the Trillium Property Management Employers. As a result, the Trillium Property Management Employers did not compensate Hernandez and the Aggrieved Employees at minimum or regular rates for this time worked.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees overtime wages of time and one half for all overtime hours worked while on call and engaged to wait under employer control, as described above. The Trillium Property Management Employers further failed to pay Hernandez and the Aggrieved Employees overtime wages based on the correct minimum tool wage of twice the minimum wage, as required by the Wage Order and California Labor Code.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. At all relevant times, the Trillium Property Management Employers failed to pay Hernandez and the Aggrieved Employees doubletime wages for all doubletime hours worked while on call and engaged to wait under employer control, as described above. The Trillium Property Management Employers also failed to pay Hernandez and the Aggrieved Employees doubletime wages based on the correct minimum tool wage of twice the minimum wage, as required by the Wage Order and California Labor Code.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Merry Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Trillium Property Management Employers, Hernandez and all of the other Aggrieved Employees earned rest period premium wages and meal period premium wages during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Trillium Property Management Employers failed to pay to Hernandez and all of the other Aggrieved Employees rest period premium wages, meal period premium wages, overtime and double time premium pay on such rest period premium wages, meal period premium wages, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Hernandez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent

violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);

2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An 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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived

by mutual consent of both the employer and employee. An employer may 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, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the 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. . . .
- (B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not

limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Trillium Property Management Employers failed to provide Hernandez and all of the other Aggrieved Employees with all timely meal periods. The Trillium Property Management Employers denied Hernandez and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Trillium Property Management Employers required Hernandez and the Aggrieved Employees to clock out for meal periods, but to continue to monitor their personal mobile phones at all times and to cease personal activities if called back for maintenance requests. In this way, the Trillium Property Management Employers prevented Hernandez and the Aggrieved Employees from taking any of their unpaid meal periods off duty. Furthermore, while the Trillium Property Management Employers occasionally paid Hernandez and the Aggrieved Employees meal period premium wages for meals taken after the fifth hour of work, the Trillium Property Management Employers referred to these payments as "penalties" and threatened employees with reprimands and write ups for incurring meal period premiums; the Trillium Property Employers even cited these "penalties" as reasoning behind the termination of employment of Hernandez or the Aggrieved Employees. The Trillium Property Management Employers also reprimanded and wrote up Hernandez and the Aggrieved Employees for delayed responses to work calls that ultimately pushed their meal periods past the five hour mark. In this way, the Trillium Property Management Employers encouraged Hernandez and the Aggrieved Employees to falsely clock out for meal periods before their fifth hour of work, regardless of Hernandez and the Aggrieved Employees' availability at the time, and thus did not compensate them for the majority of untimely meal periods. The Trillium Property Management Employers did not pay meal period premium wages at any time for meals taken on-duty by Hernandez and the Aggrieved Employees. Accordingly, Hernandez now seeks civil penalties for these Labor Code violations that the Trillium Property Management Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily

work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

- (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 workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Trillium Property Management Employers failed to authorize and permit Hernandez and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Trillium Property Management Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Trillium Property Management Employers instructed Hernandez and the Aggrieved Employees to take rest breaks "when possible." However, the Trillium Property Management Employers also engaged in regular understaffing of

worksites, forcing Hernandez and the Aggrieved Employees to manage a workload that did not permit breaks, and required Hernandez and the Aggrieved to monitor mobile phones for work requests at all times. As a result, the Trillium Property Management Employers prevented Hernandez and the Aggrieved Employees from taking any timely rest breaks off duty, as required by California law. Moreover, the Trillium Property Management Employers failed to pay Hernandez and all of the other Aggrieved Employees premium wages on workdays the Trillium Property Management Employers failed to provide Hernandez and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Hernandez now seeks civil penalties for these Labor Code violations that the Trillium Property Management Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Trillium Property Management Employers failed to pay Hernandez and the other Aggrieved Employees no less than two times the minimum wage (“tool wage”) despite requiring Hernandez and the Aggrieved Employees to provide, maintain, and replace all of the tools required to perform their jobs. Additionally, and/or in the alternative, the Trillium Property Management Employers required Hernandez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties, including and in addition to occupational tools and equipment. The Trillium Property Management Employers required Hernandez and all of the other Aggrieved Employees to supply mobile phones, telecom services, and transportation between work sites to perform their job duties. However, the Trillium Property Management Employers did not provide these items and did not reimburse Hernandez and the other Aggrieved Employees for these items. In addition to failing to compensate Hernandez and the Aggrieved Employees at the mandatory tool wage rate of twice the local minimum wage, as addressed above, the Trillium Property Management Employers did not reimburse other, non-tool expense items which they required Hernandez and the Aggrieved Employees to supply to complete their jobs. Examples include, but are not limited to: Personal mobile phones and associated telecom/data charges, mileage reimbursement for travel between worksites during scheduled shifts, and wear and tear on the personal vehicles Hernandez and the Aggrieved Employees were forced to use in the course of performing their work duties. Accordingly, Hernandez seeks civil penalties for these Labor Code violations that the Trillium Property Management Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

8. The name and address of the legal entity that is 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.

At all relevant times during the applicable limitations period, the Trillium Property Management Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Trillium Property Management Employers failed to state in the wage statements they issued to Hernandez and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Trillium Property Management Employers knowingly and intentionally failed to state on the wage statements they issued to Hernandez and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hourly rates, all hours worked at each rate of pay, and other required information.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would

not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Hernandez seeks civil penalties for the Labor Code violations that the Trillium Property Management Employers have committed against Hernandez and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable

twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the Trillium Property Management Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Hernandez now seeks civil penalties for the Labor Code violations that the Trillium Property Management Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Trillium Property Management Employers failed to pay Hernandez and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Hernandez, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Hernandez and all of the other Aggrieved Employees as set forth above at the end of employment, the Trillium Property Management Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Hernandez seeks civil penalties from the Trillium Property Management Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, 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 three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.

- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Trillium Property Management Employers failed to compensate Hernandez and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hourly rates, all hours worked at each rate of pay, and related compensation. As a result, the Trillium Property Management Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Hernandez and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Hernandez seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and

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Re: Gabriel Alejandro Hernandez
June 15, 2026
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2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Gabriel Alejandro Hernandez will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Gabriel Alejandro Hernandez
Walter L. Haines, Esq.

Trillium Property Management, Inc.
c/o Jessica A. Crabbe Esq.
Scott & Whitehead
601 Main St, Ste 510
Irvine, CA 92614-4220
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State of California,
County of Los Angeles

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

TRILLIUM PROPERTY MANAGEMENT, INC.
C/O Monique Dean Holden
Agent for Service of Process
200 Pine Ave., Suite 300
Long Beach, CA 90802

____ (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address nora@spivaklaw.com

EXECUTED on Tuesday, August 25, 2026, at Burbank, California.

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Nowhere

NORA GREER