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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/17/2026 1:31:38 PM

Clerk of the Superior Court
By K. Tirado, Deputy Clerk

Attorneys for Plaintiff MARCOS ORTIZ, individually, and
in his representative capacity as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

MARCOS ORTIZ, individually, and
in his representative capacity as private attorney
general,

Plaintiff,

v.

CONAM MANAGEMENT CORPORATION,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 26CU043877C

PAGA REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR:

- 1) Civil Penalties Under the Private
Attorneys' General Act, Labor Code
Section 2698 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiff MARCOS ORTIZ ("Plaintiff"), an individual, on behalf of himself, all other
aggrieved employees, and the State of California, asserts claims against defendant CONAM
MANAGEMENT CORPORATION, a California corporation ("ConAm"), and DOES 1 through
10, inclusive (collectively "Defendants"), as follows:

INTRODUCTION

1. This is a representative action for the recovery of civil penalties under the Private
Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.* PAGA
permits an "aggrieved employee," acting as the proxy and agent of the State of California, to

1 bring a civil action in a representative capacity on behalf of the State and other current and
2 former employees to recover civil penalties for, and to address, an employer's violations of the
3 California Labor Code.

4 2. Plaintiff brings this action pursuant to PAGA, in a representative capacity, on
5 behalf of the State of California and on behalf of all persons who are or were employed by
6 Defendants as hourly-paid, non-exempt employees, however titled, in the State of California at
7 any time from one year prior to the submission of Plaintiff's PAGA notice through the date of
8 resolution of this action (the "Aggrieved Employees" or "Non-Exempt Employees").

9 3. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
10 2699(c). Plaintiff was employed by Defendants as an hourly-paid, non-exempt employee during
11 the applicable period and personally suffered each of the violations of the Labor Code alleged in
12 this Complaint. Accordingly, Plaintiff has standing to seek civil penalties on behalf of the State
13 of California and all other Aggrieved Employees.

14 4. Plaintiff alleges that Defendants consistently maintained and enforced against
15 Plaintiff and the Aggrieved Employees the following unlawful policies and practices, in violation
16 of California wage and hour law: a) failure to pay minimum and regular wages for all hours
17 worked, including off-the-clock time, on-call time, and compensable travel time; b) failure to pay
18 all overtime and double-time wages at the correct rates; c) failure to pay reporting time wages; d)
19 failure to provide lawful, timely, and uninterrupted meal periods; e) failure to authorize and
20 permit lawful rest periods; f) failure to timely pay all wages due during employment; g) failure to
21 reimburse necessary business expenses; h) unlawful deductions from wages; i) failure to furnish
22 accurate itemized wage statements; j) failure to keep, maintain, and furnish upon request
23 accurate payroll and personnel records; and k) failure to timely pay all wages owed upon
24 separation from employment.

25 5. Such acts, omissions, policies, and practices, as described above and further
26 herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of
27 himself, the State of California, and all Aggrieved Employees, brings this action pursuant to the
28 California Labor Code, including but not limited to sections 201, 202, 203, 204, 210, 218.5,

1 218.6, 221, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197,
2 1197.1, 1198, 1198.5, 2698 et seq., and 2802, together with the applicable IWC Wage Order,
3 Wage Order No. 5-2001 (Cal. Code Regs., tit. 8, § 11050).

4 6. Plaintiff seeks all civil penalties and sums available under Labor Code section
5 2698 et seq., together with interest, attorneys' fees, and costs.

6 **JURISDICTION AND VENUE**

7 7. This Court has jurisdiction over this action pursuant to Article VI, section 10 of
8 the California Constitution, which grants the California Superior Court original jurisdiction in all
9 causes except those given by statute to other courts. The statutes under which this action is
10 brought do not give jurisdiction to any other court.

11 8. The civil penalties sought by Plaintiff exceed the minimal jurisdictional limits of
12 the Superior Court and will be established according to proof at trial.

13 9. There is no federal question at issue. The issues alleged herein are based solely on
14 California statutes and law, including the California Labor Code, the IWC Wage Orders, and the
15 California Code of Civil Procedure. Further, this is a representative enforcement action brought
16 on behalf of the State of California and is not a class action; it therefore does not satisfy the
17 requirements of the Class Action Fairness Act, 28 U.S.C. section 1332(d). In addition, ConAm,
18 the primary defendant, is incorporated in and headquartered in the State of California.

19 10. This Court has jurisdiction over Defendants because, upon information and belief,
20 each Defendant is either a resident of California, has sufficient minimum contacts in California,
21 or otherwise intentionally avails itself of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play and
23 substantial justice. Defendants have done and are doing business throughout California.

24 11. Venue is proper in this Court pursuant to Code of Civil Procedure section 395(a)
25 because Defendant ConAm's principal place of business is located within San Diego County as
26 of the commencement of this action, because one or more of the Defendants reside, transact
27 business, or have offices in this County, and/or because the acts and omissions alleged herein
28 took place in this County.

PARTIES

12. Defendant ConAm Management Corporation, upon information and belief, is a California corporation in good standing that is authorized to do and does business throughout the State of California. ConAm is headquartered at 8620 Spectrum Center Boulevard, Suite 200, San Diego, California 92123.

13. Plaintiff is informed and believes, and thereon alleges, that Defendant ConAm owns and operates the Market Street Village apartment complex located at 699 14th Street, San Diego, California 92101, and forty-seven other apartment complexes throughout the State of California.

14. Defendant ConAm, upon information and belief, is an employer whose employees are engaged at ConAm's properties throughout this County and the State of California.

15. Plaintiff Marcos Ortiz is, and during the liability period was, a resident of San Diego, California.

16. Defendants employed Plaintiff as an hourly, non-exempt employee in the position of maintenance technician from February 2025 until October 31, 2025. Plaintiff's principal place of work was Defendants' Market Street Village apartment complex in San Diego, California.

17. Plaintiff and the Aggrieved Employees were employed by Defendants as hourly-paid, non-exempt employees, however titled, in the State of California during the liability period.

18. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives who were actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

19. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues those Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such

1 identities become known.

2 20. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants
3 are the partners, agents, or principals and co-conspirators of Defendants and of each other; that
4 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly,
5 aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the
6 benefits of such acts and conduct; and that therefore each of the Doe Defendants is liable to the
7 extent of the liability of the Defendants as alleged herein.

8 21. Plaintiff is further informed and believes, and thereon alleges, that at all times
9 material herein, each Defendant was completely dominated and controlled by its co-Defendants
10 and each was the alter ego of the other. Whenever and wherever reference is made in this
11 Complaint to any conduct by Defendant or Defendants, such allegations and references shall also
12 be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and
13 severally. Whenever and wherever reference is made to individuals who are not named as
14 Defendants in this Complaint, but who were employees and/or agents of Defendants, such
15 individuals at all relevant times acted on behalf of Defendants named in this Complaint within
16 the scope of their respective employments.

17 **FACTUAL ALLEGATIONS**

18 22. During the relevant time frame, Defendants compensated Plaintiff and the
19 Aggrieved Employees on the basis of an hourly wage.

20 23. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto
21 have been, non-exempt employees within the meaning of the California Labor Code and the
22 implementing rules and regulations of the IWC California Wage Orders. They are subject to the
23 protections of the Labor Code and the IWC Wage Orders, including IWC Wage Order No. 5-
24 2001, which governs the Public Housekeeping Industry and applies to the residential apartment
25 complexes owned, operated, and managed by Defendants.

26 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
27 were advised by skilled lawyers and other professionals, employees, and advisors with
28 knowledge of the requirements of California's wage and employment laws.

1 25. All Aggrieved Employees, including Plaintiff, are similarly situated in that they
2 were all subject to Defendants' uniform policies and systemic practices as specified herein.

3 26. Plaintiff was normally scheduled to work eight hours per day and five days per
4 week. Typically, every other week Plaintiff was "on-call" and was responsible for responding to
5 emergency maintenance requests. Often, Plaintiff was on-call multiple weeks in a row. During
6 his on-call weeks, Plaintiff responded to emergency maintenance requests during non-business
7 hours — before 8:00 a.m. and after 5:00 p.m. — on weekdays, and twenty-four hours a day on
8 weekends.

9 27. Plaintiff is informed and believes, and thereon alleges, that the Aggrieved
10 Employees were required to work on-call shifts as well.

11 28. While on-call, Plaintiff was expected to remain within one hour's distance of the
12 facility at which he worked. When Plaintiff received an emergency maintenance request while
13 on-call, he was expected to report to the facility to respond to the request.

14 29. Plaintiff and the Aggrieved Employees were not lawfully compensated for on-call
15 time.

16 30. Defendants did not pay wages to Plaintiff and the Aggrieved Employees for time
17 spent working under Defendants' control while off the clock.

18 31. As a matter of policy and practice, Defendants rounded hours worked against the
19 interests of Plaintiff and the Aggrieved Employees and did not allow them to record hours
20 worked prior to their scheduled hours of work.

21 32. By way of example only, Defendants' policies prevented Plaintiff from clocking
22 in before 8:00 a.m. When Plaintiff arrived at Defendants' property before 8:00 a.m. to clock in
23 on time, Defendants directed Plaintiff to commence work on "priority" maintenance requests
24 before clocking in. Defendants unlawfully denied Plaintiff and the Aggrieved Employees the
25 minimum wages and other compensation to which they are lawfully entitled by mandating that
26 work be performed prior to their scheduled start time while simultaneously preventing them from
27 clocking in before the scheduled start time. To the extent this unrecorded time was overtime or
28 double-time, Defendants failed to pay overtime or double-time wages.

1 33. Defendants did not pay any wages to Plaintiff and the Aggrieved Employees for
2 time spent traveling to Defendants' apartment complexes while on-call.

3 34. By way of further example, Plaintiff was required to immediately report to
4 Defendants' facility as soon as possible and without delay whenever an emergency maintenance
5 request was submitted while Plaintiff was on-call. Plaintiff was effectively precluded from using
6 the transit time for personal purposes because the nature of an "emergency" maintenance request
7 necessitated that Plaintiff arrive at the facility as soon as possible. Despite being under
8 Defendants' control during this transit time and being entitled to at least the minimum wage,
9 Plaintiff was entirely uncompensated for time spent responding to emergency maintenance
10 requests. To the extent this unrecorded time was overtime or double-time, Defendants failed to
11 pay overtime or double-time wages.

12 35. In addition, Plaintiff and the Aggrieved Employees were not properly
13 compensated for on-call time. Defendants failed to pay Plaintiff and the Aggrieved Employees
14 any standby wage while they were in on-call status. Rather, Defendants paid Plaintiff and the
15 Aggrieved Employees only for time spent on-site when called in to deal with an emergency.

16 36. Defendants did not furnish Plaintiff and the Aggrieved Employees with reporting
17 time pay when Plaintiff and the Aggrieved Employees reported to work and Defendants failed to
18 provide half of the usual day's hours.

19 37. Plaintiff was frequently required to report to Defendants' apartment complex to
20 respond to emergency maintenance requests after his normally scheduled shift on weekdays, and
21 one or more times on weekends.

22 38. On multiple occasions, Plaintiff, and on information and belief the Aggrieved
23 Employees, reported to work and were furnished with less than half of the usual day's work, or
24 with less than two hours of work after reporting for a second time in a single workday. Despite
25 reporting to work in such a manner, Defendants failed to pay reporting time pay or otherwise pay
26 lawful wages.

27 39. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
28 excess of five hours without being provided a lawful meal period and, on occasion, over ten

1 hours in a day without being provided a second lawful meal period as required by law.

2 40. Indeed, during the relevant time, as a consequence of Defendants' scheduling
3 practices, staffing practices, lack of coverage, work demands, and Defendants' policies and
4 practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely,
5 legally compliant, uninterrupted thirty-minute meal periods as required by law. Not only were
6 Plaintiff's and the Aggrieved Employees' first meal periods frequently not provided, untimely,
7 interrupted, or short, but Plaintiff and the Aggrieved Employees were also not provided a second
8 meal period when working shifts in excess of ten hours and in excess of twelve hours as a matter
9 of pattern and practice.

10 41. On information and belief, Plaintiff and the Aggrieved Employees did not waive
11 their rights to first or second meal periods under the law. Plaintiff did not sign a valid meal
12 period waiver and, on information and belief, the Aggrieved Employees did not sign valid meal
13 period waivers.

14 42. Despite the above-mentioned meal period violations, Defendants failed to
15 compensate Plaintiff, and on information and belief failed to compensate the Aggrieved
16 Employees, one additional hour of pay at their regular rate of compensation as required by
17 California law when meal periods were not timely or lawfully provided in a compliant manner.

18 43. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
19 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
20 were entitled to receive accurate premium wages based on their regular rate of compensation
21 under Labor Code section 226.7, but were not receiving such compensation.

22 44. In addition, during the relevant time frame, Plaintiff and the Aggrieved
23 Employees were systematically not authorized and permitted to take one net ten-minute paid rest
24 period for every four hours worked or major fraction thereof, which is a violation of the Labor
25 Code and the applicable IWC Wage Order.

26 45. Defendants maintained and enforced scheduling practices, understaffing practices,
27 and policies, and imposed work demands, that frequently required Plaintiff and the Aggrieved
28 Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours

1 worked or major fraction thereof, or to return to work before a net ten minutes of rest had
2 elapsed. Such requisite rest periods were not timely authorized and permitted.

3 46. In addition, as a matter of policy and practice, Defendants failed to authorize and
4 permit third rest periods on shifts in excess of ten hours.

5 47. To the extent any rest periods were taken, they were not compliant because
6 Plaintiff and the Aggrieved Employees were essentially required to remain on duty. Defendants
7 prohibited Plaintiff and the Aggrieved Employees from leaving the premises during rest periods
8 and required that they remain available during rest periods.

9 48. Despite the above-mentioned rest period violations, Defendants did not
10 compensate Plaintiff, and on information and belief did not pay the Aggrieved Employees, one
11 additional hour of pay at their regular rate of compensation as required by California law,
12 including Labor Code section 226.7 and the applicable IWC Wage Order, for each workday on
13 which lawful rest periods were not authorized and permitted.

14 49. The wages required by Labor Code sections 226.7, 510, 1194, and other sections
15 became due and payable to Plaintiff and each Aggrieved Employee in each pay period and each
16 calendar month in which he or she was not provided with a lawful meal period or rest period, or
17 was not paid minimum, straight time, or overtime wages to which he or she was entitled.
18 Defendants violated Labor Code section 204 by systematically failing and refusing to timely pay
19 all wages due under the Labor Code within the time periods required by law.

20 50. Defendants failed to reimburse Plaintiff and the Aggrieved Employees for
21 reasonable and necessary expenses incurred in performing their job duties, including without
22 limitation gas expenses, vehicle maintenance expenses, mileage, uniform purchase and
23 maintenance expenses, and cellular telephone expenses.

24 51. In addition, Defendants knowingly and unlawfully deducted fees from the wages
25 of Plaintiff and the Aggrieved Employees without the employee's express authorization in
26 writing.

27 52. By way of example, Defendants made deductions from Plaintiff's wages which
28 were itemized as going toward Plaintiff's health insurance. Plaintiff never enrolled in

1 Defendants' health insurance program, did not issue written authorization for Defendants to
2 make such deductions, and was not party to a collective bargaining agreement authorizing such
3 deductions. Plaintiff repeatedly notified Defendants' local Human Resources agent that he never
4 agreed to such deductions. However, Defendants ignored Plaintiff's protests and continued to
5 make such unlawful deductions for the duration of Plaintiff's employment. Plaintiff is informed
6 and believes that the other Aggrieved Employees were subject to similar unlawful deductions.

7 53. Defendants consistently and knowingly failed to provide accurate itemized wage
8 statements to Plaintiff and the Aggrieved Employees. The wage statements issued by Defendants
9 did not include the correct total hours worked, nor the correct number of hours worked at each
10 hourly rate. The total hours worked were incorrectly listed because off-the-clock time spent
11 under Defendants' control was not included. Further, because Plaintiff and the Aggrieved
12 Employees were not paid overtime and double-time wages in compliance with California law,
13 the number of hours listed at the overtime and double-time rates was incorrect.

14 54. Defendants have also made it difficult to determine the applicable hourly rates of
15 pay and total hours worked, and to account with precision for the unlawfully withheld wages and
16 unlawful deductions due to be paid to Non-Exempt Employees, including Plaintiff, during the
17 liability period, because Defendants did not implement and preserve a lawful record-keeping
18 method to record all hours worked, meal periods, and non-provided meal and rest periods owed
19 to employees, as required for non-exempt employees by 29 U.S.C. section 211(c), California
20 Labor Code sections 226 and 1174, and the applicable California Wage Orders.

21 55. On December 9, 2025, Plaintiff sent Defendants a written request to release
22 copies of his payroll records pursuant to Labor Code section 226 and his personnel records
23 pursuant to Labor Code section 1198.5. Defendants failed to furnish copies of Plaintiff's payroll
24 records to Plaintiff within twenty-one calendar days of his written request. On information and
25 belief, Defendants have similarly failed to furnish the Aggrieved Employees with copies of their
26 payroll records upon request.

27 56. In addition, Defendants failed to immediately compensate employees at the time
28 of termination, or within seventy-two hours for resignations without prior notice.

1 57. By way of example, Plaintiff was terminated by Defendants, who then failed to
2 provide Plaintiff with his final paycheck until two weeks after his date of termination.

3 58. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned Defendants knew that at the time of termination of employment (or within seventy-
5 two hours thereof for resignations without prior notice, as the case may be) they had a duty to
6 accurately compensate Plaintiff and the Aggrieved Employees for all wages owed, including
7 minimum wages, straight time wages, overtime wages, and meal and rest period premiums, and
8 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
9 recklessly, and/or intentionally failed to do so, in part because of the above-specified violations.

10 **FAILURE TO PAY MINIMUM WAGES**

11 59. At all times relevant, Labor Code section 1194(a) provides that, notwithstanding
12 any agreement to work for a lesser wage, any employee receiving less than the legal minimum
13 wage or the legal overtime compensation applicable to the employee is entitled to recover in a
14 civil action the unpaid balance of the full amount of this minimum wage or overtime
15 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

16 60. Labor Code section 1197 provides that the minimum wage for employees fixed by
17 the commission, or by any applicable state or local law, is the minimum wage to be paid to
18 employees, and that the payment of a lower wage than the minimum so fixed is unlawful.

19 61. Labor Code section 1198 further provides that the employment of an employee
20 for longer hours than those fixed by the Industrial Welfare Commission, or under conditions of
21 labor prohibited by the applicable wage order, is unlawful.

22 62. The applicable Wage Order and Labor Code sections 1182.12 and 1197 establish
23 the right of employees to be paid minimum wages for all hours worked, in amounts set by state
24 law. IWC Wage Order No. 5-2001 requires that employees be paid, on the established payday for
25 the period involved, not less than the applicable minimum wage for all hours worked in the
26 payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

27 63. The IWC Wage Orders define "hours worked" as the time during which an
28 employee is subject to the control of an employer, and include all the time the employee is

1 suffered or permitted to work, whether or not required to do so.

2 64. At all times relevant, as more extensively set forth above, Plaintiff and the
3 Aggrieved Employees consistently worked hours for which they were not paid at least the
4 minimum wage because Defendants required them to perform work off the clock and while
5 otherwise subject to Defendants' control, including without limitation work performed before
6 and after their scheduled shifts, work performed while on-call, and time spent under Defendants'
7 control traveling to and from Defendants' properties in response to emergency maintenance
8 requests.

9 65. Further, at all times relevant, Plaintiff and the Aggrieved Employees consistently
10 worked hours for which they were not paid because Defendants, as a matter of policy and
11 practice, rounded hours worked against the interests of Plaintiff and the Aggrieved Employees
12 and did not permit them to record all hours worked.

13 66. Plaintiff is informed and believes that Defendants and their managers were aware
14 that Plaintiff and the Aggrieved Employees were performing work under Defendants' control for
15 which they were not compensated, and that such time should have been recorded and paid.

16 67. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid
17 balance of the wages owed violates the provisions of Labor Code sections 204, 210, 216, 558,
18 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, and is therefore
19 unlawful.

20 68. Accordingly, Plaintiff and the Aggrieved Employees are entitled to claim all
21 applicable civil penalties as a direct result of Defendants' policy and practice of paying a wage
22 less than the minimum fixed by an order of the commission.

23 **FAILURE TO PAY OVERTIME AND DOUBLE-TIME WAGES**

24 69. At all times relevant, Labor Code sections 510 and 1194 and the IWC Wage
25 Order applicable to Plaintiff's and the Aggrieved Employees' employment by Defendants
26 provided that employees working for more than eight hours in a day or forty hours in a
27 workweek are entitled to overtime compensation at the rate of one and one-half times the regular
28 rate of pay for all hours worked in excess of eight hours in a day or forty hours in a workweek,

1 and for the first eight hours worked on the seventh day of work in any one workweek. An
2 employee who works more than twelve hours in a day, or in excess of eight hours on the seventh
3 day of work in a particular workweek, is entitled to overtime compensation at a rate of twice the
4 regular rate of pay.

5 70. During all relevant periods, Defendants required Plaintiff and the Aggrieved
6 Employees to work shifts in excess of eight hours per workday and/or in excess of forty hours
7 per workweek.

8 71. As set forth above, Plaintiff and the Aggrieved Employees were required to
9 perform work off the clock, were not compensated for on-call and compensable travel time, and
10 had their hours worked consistently rounded against their interests. Some of these hours worked
11 were entitled to payment at overtime or double-time rates.

12 72. To the extent that Plaintiff's and the Aggrieved Employees' unrecorded and
13 uncompensated time was in excess of eight hours in one workday, forty hours in one workweek,
14 twelve hours in one workday, or eight hours worked on the seventh day of work in a workweek,
15 Defendants failed to compensate Plaintiff and the Aggrieved Employees with overtime and
16 double-time pay at the legally required rates.

17 73. Upon information and belief, Defendants knew or should have known that
18 Plaintiff and the Aggrieved Employees were undercompensated. Defendants' failure to pay
19 Plaintiff and the Aggrieved Employees the unpaid balance of wages owed violates the provisions
20 of Labor Code sections 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order,
21 and is therefore unlawful.

22 **FAILURE TO PAY REPORTING TIME WAGES**

23 74. The "Reporting Time Pay" section of the applicable IWC Wage Order requires
24 employers to furnish employees with reporting time pay of not less than two hours at the
25 employee's regular rate of pay when the employee is required to report for work but is furnished
26 with less than half the employee's usual or scheduled day's work, or where the employee is
27 required to report for work a second time in any one workday and is furnished with less than two
28 hours of work on the second reporting.

1 75. Defendants violated the "Reporting Time Pay" section of the applicable IWC
2 Wage Order and Labor Code sections 1194, 1197, and 1198 by failing to furnish Plaintiff and the
3 Aggrieved Employees with reporting time pay on occasions when they were required to report
4 for work but were furnished with less than half of their usual day's work, or reported for a
5 second time in a workday and were furnished with less than two hours of work, as alleged
6 herein.

7 76. Upon information and belief, the Aggrieved Employees encountered similar
8 deprivations of the reporting time pay to which they are lawfully entitled as a direct result of
9 Defendants' uniform policies and practices.

10 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

11 77. Pursuant to Labor Code section 512, no employer shall employ an employee for a
12 work period of more than five hours without providing a meal period of not less than thirty
13 minutes in which the employee is relieved of all duties, except that when a work period of not
14 more than six hours will complete the day's work, the meal period may be waived by mutual
15 consent of the employer and employee.

16 78. Similarly, pursuant to Labor Code section 512, no employer shall employ an
17 employee for a work period of more than ten hours without providing a second meal period of
18 not less than thirty minutes in which the employee is relieved of all duties. A second meal period
19 may only be waived by mutual consent, and only if the employee did not waive his or her first
20 meal period and the employee's workday will not exceed twelve hours.

21 79. Labor Code section 226.7(c) provides that an employer who fails to provide an
22 employee with a meal period in accordance with state law shall pay the employee one additional
23 hour of pay at the employee's regular rate of compensation for each workday that the meal
24 period is not provided.

25 80. During the relevant time, Defendants failed to provide Plaintiff and the Aggrieved
26 Employees timely and uninterrupted first meal periods of not less than thirty minutes within the
27 first five hours of a shift.

28 81. During the relevant time, Defendants also failed to provide Plaintiff and the

1 Aggrieved Employees timely and uninterrupted second meal periods of not less than thirty
2 minutes on shifts longer than ten hours.

3 82. Indeed, during the relevant time, as a consequence of Defendants' staffing and
4 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
5 Plaintiff and the Aggrieved Employees were not provided with legally required meal periods,
6 and the meal periods that were provided were frequently untimely, interrupted, or shortened.

7 83. On information and belief, Plaintiff and the Aggrieved Employees did not waive
8 their rights to meal periods under the law, and did not sign valid meal period waivers.

9 84. Plaintiff and the Aggrieved Employees were not paid one hour of pay at their
10 regular rate of compensation for each workday that a first or second meal period was not
11 lawfully provided.

12 85. As a result of Defendants' violations of Labor Code sections 226.7 and 512 and
13 the applicable IWC Wage Order, Defendants are liable for civil penalties pursuant to Labor Code
14 sections 558 and 2698 et seq.

15 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

16 86. Pursuant to the IWC Wage Order applicable to Plaintiff's and the Aggrieved
17 Employees' employment by Defendants, every employer shall authorize and permit all
18 employees to take rest periods, which insofar as practicable shall be in the middle of each work
19 period. The authorized rest period time shall be based on the total hours worked daily at the rate
20 of ten minutes net rest time per four hours worked or major fraction thereof. Authorized rest
21 period time shall be counted as hours worked, for which there shall be no deduction from wages.

22 87. Labor Code section 226.7(b) prohibits an employer from requiring any employee
23 to work during any rest period mandated by an applicable order of the Industrial Welfare
24 Commission. Labor Code section 226.7(c) provides that an employer who fails to authorize and
25 permit a lawful rest period shall pay the employee one additional hour of pay at the employee's
26 regular rate of compensation for each workday that the rest period is not provided.

27 88. Defendants were required to authorize and permit employees such as Plaintiff and
28 the Aggrieved Employees to take rest periods during shifts in excess of three and one-half hours,

1 based upon the total hours worked at a rate of ten minutes net rest per four hours worked, or
2 major fraction thereof, with no deduction from wages.

3 89. Despite said requirements, Defendants failed and refused to authorize and permit
4 Plaintiff and the Aggrieved Employees to take lawful, net ten-minute rest periods for every four
5 hours worked, or major fraction thereof. Even where rest periods were provided, they were
6 frequently untimely or less than ten net minutes because of Defendants' scheduling practices,
7 understaffing practices, work requirements, and interruptions, as alleged herein.

8 90. Further, as a matter of policy and practice, Defendants did not authorize and
9 permit third rest periods on shifts in excess of ten hours.

10 91. In addition, Plaintiff and the Aggrieved Employees were not allowed to leave the
11 premises during rest periods and were required to remain available to Defendants during rest
12 periods, such that they were effectively required to remain on duty and any rest periods taken
13 were not compliant.

14 92. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of
15 compensation for each workday that a rest period violation occurred. On information and belief,
16 the other Aggrieved Employees endured similar violations as a result of Defendants' rest period
17 policies and practices, and Defendants did not pay said Aggrieved Employees premium pay as
18 required by law.

19 93. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to
20 take lawful, net ten-minute rest periods free from work duties for every four hours or major
21 fraction thereof worked, and by their failure to provide compensation for such unprovided rest
22 periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections
23 226.7 and 1198 and the applicable IWC Wage Order.

24 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

25 94. Labor Code section 204 requires that all wages earned by any person in any
26 employment are due and payable twice during each calendar month, on days designated in
27 advance by the employer as the regular paydays, and establishes the fundamental right of all
28 employees in the State of California to be paid wages, including minimum wage and straight

1 time wages, in a timely fashion for their work.

2 95. The wages required by Labor Code sections 226.7, 510, 1194, and other sections
3 became due and payable to Plaintiff and each Aggrieved Employee in each pay period and each
4 calendar month in which he or she was not provided with a lawful meal period or rest period, or
5 was not paid the minimum, straight time, or overtime wages to which he or she was entitled.

6 96. Defendants violated Labor Code section 204 by systematically failing and
7 refusing to timely pay all wages due to Plaintiff and the Aggrieved Employees under the Labor
8 Code within the time periods required by law.

9 97. Labor Code section 210(a) provides that, in addition to and entirely independent
10 and apart from any other penalty provided in that article, every person who fails to pay the wages
11 of each employee as provided in sections 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and
12 1197.5 shall be subject to a penalty of one hundred dollars (\$100) for each failure to pay each
13 employee for any initial violation, and two hundred dollars (\$200) for each failure to pay each
14 employee for each subsequent violation, or any willful or intentional violation, plus twenty-five
15 percent of the amount unlawfully withheld.

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

17 98. Labor Code section 2802 requires Defendants to indemnify Plaintiff and the
18 Aggrieved Employees for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties.

20 99. Plaintiff and the Aggrieved Employees were required to incur expenses in the
21 performance of their assigned job duties, including without limitation gas expenses, vehicle
22 maintenance expenses, mileage, uniform purchase and maintenance expenses, and cellular
23 telephone expenses, in direct consequence of the discharge of their duties.

24 100. Upon information and belief, Defendants did not reimburse Plaintiff or the
25 Aggrieved Employees for such expenses, in violation of Labor Code section 2802.

26 **UNLAWFUL DEDUCTIONS FROM WAGES**

27 101. Labor Code section 221 makes it unlawful for an employer to collect or receive
28 from an employee any part of the wages theretofore paid by the employer to that employee.

1 102. Labor Code section 224 is a limited statutory exception to Labor Code section
2 221 that permits employers to deduct or withhold employee wages only where the employer is
3 required or empowered to do so under state or federal law, where the deduction is expressly
4 authorized in writing by the employee to cover insurance premiums, hospital or medical dues, or
5 other deductions not amounting to a rebate or deduction from the wage paid to the employee, or
6 where the deduction is made pursuant to a valid collective bargaining or wage agreement.

7 103. Defendants violated Labor Code sections 221 and 224 by collecting, receiving,
8 and withholding portions of the wages of Plaintiff and the Aggrieved Employees without
9 authorization under state or federal law, without the employees' express written authorization,
10 and without authorization under any collective bargaining agreement, including without
11 limitation deductions taken for medical insurance costs, as alleged herein. Defendants made and
12 continued to make such deductions notwithstanding the absence of valid authorization and
13 despite the objections of Plaintiff.

14 104. Upon information and belief, Defendants made similar unlawful deductions from
15 the wages of the other Aggrieved Employees.

16 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
17 **EMPLOYEE WAGE STATEMENT PROVISIONS**

18 105. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
19 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
20 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
21 separately when wages are paid by personal check or cash, an accurate itemized statement in
22 writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all
23 deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee
24 is paid, (7) the name of the employee and only the last four digits of his or her social security
25 number or an employee identification number other than a social security number, (8) the name
26 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours worked at each hourly rate by the
28 employee...."

1 106. Further, the IWC Wage Orders require in pertinent part: “Every employer shall
2 keep accurate information with respect to each employee including the following: ... (3) Time
3 records showing when the employee begins and ends each work period. Meal periods, split shift
4 intervals, and total daily hours worked shall also be recorded... (5) Total hours worked in the
5 payroll period and applicable rates of pay....”

6 107. Defendants have failed to record many of the items delineated in the applicable
7 IWC Wage Order and Labor Code section 226, and required under Labor Code section 1174,
8 including by virtue of the fact that each wage statement which failed to accurately compensate
9 Plaintiff and the Aggrieved Employees for all hours worked and for non-provided meal and rest
10 periods, or which failed to include compensation for all minimum wages earned or overtime
11 hours worked, was an inaccurate wage statement.

12 108. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
13 Wage Order, Defendants did not and still do not furnish each of the Aggrieved Employees with
14 an accurate itemized statement in writing accurately reflecting all of the required information.
15 Specifically, the total hours worked were incorrectly stated on the wage statements because off-
16 the-clock time spent under Defendants’ control was not included; and because Plaintiff and the
17 Aggrieved Employees were not paid overtime and double-time wages in compliance with
18 California law, Defendants failed to accurately include all applicable hourly rates in effect during
19 each pay period and the corresponding number of hours worked at each such rate, including the
20 number of hours listed at the overtime and double-time rates. In addition, Defendants failed to
21 accurately itemize all deductions taken from wages.

22 109. On information and belief, Defendants failed to implement and preserve a lawful
23 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
24 periods owed to employees, as required for non-exempt employees under California Labor Code
25 section 226 and the applicable California Wage Order. In order to determine whether they had
26 been paid the correct amount and rate for all hours worked, Plaintiff and the Aggrieved
27 Employees have been, would have been, and are compelled to try to discover the required
28 information missing from their wage statements and to perform complex calculations in light of

1 the inaccuracies and incompleteness of the wage statements Defendants provided to them.

2 110. Moreover, upon information and belief, as a pattern and practice, in violation of
3 Labor Code section 226(a) and the IWC Wage Order, Defendants did not and do not maintain
4 accurate records pertaining to the total hours worked for Defendants by the Aggrieved
5 Employees, including but not limited to the beginning and ending of each work period, meal
6 period, and split shift interval, the total daily hours worked, and the total hours worked per pay
7 period and applicable rates of pay.

8 111. Accordingly, Defendants have violated Labor Code sections 226, 1174, and 1198,
9 and the applicable IWC Wage Order.

10 **FAILURE TO KEEP ACCURATE RECORDS AND TO PROVIDE**
11 **RECORDS UPON REQUEST**

12 112. Plaintiff also contends that Defendants failed to keep accurate records as required
13 by IWC Wage Order No. 5-2001 and Labor Code sections 226(a), 1174, and 1198.

14 113. IWC Wage Order No. 5-2001 requires in pertinent part: "Every employer shall
15 keep accurate information with respect to each employee including the following: ... (3) Time
16 records showing when the employee begins and ends each work period. Meal periods, split shift
17 intervals, and total daily hours worked shall also be recorded... (5) Total hours worked in the
18 payroll period and applicable rates of pay...."

19 114. Labor Code section 1174 also requires Defendants to maintain and preserve, in a
20 centralized location, among other items, records showing the names and addresses of all
21 employees employed and payroll records showing the hours worked daily by, and the wages paid
22 to, its employees, for a period of not less than three years.

23 115. On information and belief and based thereon, Defendants have knowingly and
24 intentionally failed to comply with Labor Code section 1174, including by implementing the
25 policies and procedures and committing the violations alleged herein, including without
26 limitation by failing to keep records of all hours worked and failing to keep track of all wages
27 earned at the proper rates. Defendants' failure to comply with Labor Code section 1174 is
28 unlawful pursuant to Labor Code section 1175.

1 116. In addition, Labor Code section 226(c) requires an employer to provide a current
2 or former employee with a copy of his or her pay records no later than twenty-one calendar days
3 from the date of the employee's request, and Labor Code section 1198.5 requires an employer to
4 make a current or former employee's personnel records available for inspection and copying
5 upon request.

6 117. On December 9, 2025, Plaintiff sent a written request for Defendants to release
7 copies of his payroll records pursuant to Labor Code section 226 and his personnel records
8 pursuant to Labor Code section 1198.5. Defendants failed to furnish copies of Plaintiff's payroll
9 records within twenty-one days of his written request. On information and belief, Defendants
10 have similarly failed to furnish the Aggrieved Employees with copies of their payroll records
11 upon request, and have failed to maintain such information as required by Labor Code sections
12 226 and 1174.

13 118. Defendants' failure to abide by the mandate to provide a copy of payroll records
14 under Labor Code section 226(c) indicates a willful and knowing disregard of the law. It further
15 indicates that Defendants do not possess the lawfully required payroll data, due to their failure to
16 comply with the request.

17 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

18 119. Labor Code section 201 requires employers who discharge an employee to
19 immediately provide all wages owed and unpaid to that employee. Labor Code section 202
20 requires employers to provide all wages owed and unpaid to an at-will employee no later than
21 seventy-two hours after that employee resigns from employment, or immediately at the time of
22 the employee's resignation where the employer received notice of the employee's intention to
23 resign seventy-two hours before resigning.

24 120. Labor Code section 203 provides that if an employer willfully fails to timely pay
25 such wages, the employer must, as a penalty, continue to pay the subject employee's wages until
26 the back wages are paid in full or an action is commenced. The penalty cannot exceed thirty days
27 of wages.

28 121. Plaintiff and the Aggrieved Employees are entitled to compensation for all forms

1 of wages earned, including but not limited to minimum wages, overtime wages, and premium
2 meal and rest period compensation, but to date have not received such compensation, thereby
3 entitling them to Labor Code section 203 penalties.

4 122. In addition, irrespective of any derivative violation, Defendants failed to timely
5 pay Plaintiff and, upon information and belief, other Aggrieved Employees earned and unpaid
6 compensation at the time of termination, despite their obligations under Labor Code sections 201
7 and 202. By way of example, Plaintiff was terminated by Defendants, who then failed to provide
8 Plaintiff with his final paycheck until two weeks after his date of termination.

9 123. More than thirty days have passed since Plaintiff and affected Aggrieved
10 Employees left Defendants' employ, and on information and belief they have not received
11 payment pursuant to Labor Code sections 201 through 203.

12 124. Plaintiff and the Aggrieved Employees are thus entitled to civil penalties for
13 Defendants' violations of Labor Code sections 201, 202, and 203.

14 **CAUSE OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

17 **LABOR CODE §§ 2698, ET SEQ.**

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

20 125. Plaintiff incorporates by reference and realleges each and every allegation
21 contained above, as though fully set forth herein.

22 126. On June 11, 2026, Plaintiff provided timely written notice, by online submission
23 to the Labor and Workforce Development Agency ("LWDA") and by certified mail to
24 Defendants, of the specific provisions of the California Labor Code that Defendants have
25 violated and continue to violate, including the facts and theories that support each alleged
26 violation. All filing fees required by statute were paid.

27 127. More than sixty-five calendar days have passed since the postmark date of
28 Plaintiff's written notice, and the LWDA has not provided notice of its intention to investigate

1 the alleged violations. (Lab. Code, § 2699.3(a)(2)(A).) Accordingly, Plaintiff is authorized to
2 commence this civil action, and this action is timely.

3 128. Plaintiff has exhausted all administrative procedures required of him under Labor
4 Code sections 2698, 2699, and 2699.3, and as a result is justified as a matter of right in bringing
5 forward this cause of action.

6 129. Plaintiff is an aggrieved employee as defined in Labor Code section 2699(c).
7 Plaintiff was employed by Defendants during the applicable period and personally suffered each
8 of the violations alleged herein. He brings this cause of action on his own behalf, on behalf of the
9 State of California, and on behalf of all persons who are or were employed as hourly-paid, non-
10 exempt employees, however titled, by Defendants in California during the liability period.

11 130. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and by the California Supreme Court in *Arias v. Superior Court* (2009) 46
13 Cal.4th 969. Class certification of the PAGA claims is not required.

14 131. Pursuant to Labor Code sections 2698 et seq. and 2699(a), Plaintiff seeks to
15 recover civil penalties for which Defendants are liable due to the numerous Labor Code and
16 Wage Order violations set forth in this Complaint.

17 132. Specifically, Plaintiff, on behalf of himself, the State of California, and the
18 Aggrieved Employees, seeks penalties under Labor Code section 2699 for the violations set forth
19 in this Complaint, including without limitation the following:

- 20 a. Defendants' failure to comply with the requirements of Labor Code sections
21 1182.12, 1194, 1197, 1197.1, and 1198, and IWC Wage Order No. 5-2001, to
22 pay at least the minimum wage for each and every hour worked, including
23 hours worked off the clock and while otherwise subject to Defendants'
24 control;
- 25 b. Defendants' failure to comply with the requirements of Labor Code sections
26 1194, 1197, and 1198, and IWC Wage Order No. 5-2001, to pay at least the
27 minimum wage for on-call time and for compensable travel time;
- 28 c. Defendants' failure to comply with the requirements of Labor Code sections

- 1 510, 558, 1194, 1197, and 1198, and IWC Wage Order No. 5-2001, to pay all
2 overtime and double-time wages properly and accurately;
- 3 d. Defendants' failure to comply with the "Reporting Time Pay" requirements of
4 IWC Wage Order No. 5-2001 and Labor Code sections 1194, 1197, and 1198;
- 5 e. Defendants' failure to comply with the requirements of Labor Code sections
6 204 and 210 to pay, without condition and within the time set by the
7 applicable article, all wages, or parts thereof, which Defendants conceded to
8 be due;
- 9 f. Defendants' failure to comply with the requirement of Labor Code section
10 216 to pay wages after demand was made by Plaintiff;
- 11 g. Defendants' failure to comply with the requirements of Labor Code sections
12 201 and 202 to pay all wages due to former employees at the time of
13 separation of employment;
- 14 h. Defendants' failure to comply with the requirement of Labor Code section
15 203 to pay waiting time penalties to former employees;
- 16 i. Defendants' failure to comply with the requirements of Labor Code sections
17 226.7 and 512 and IWC Wage Order No. 5-2001 to provide first and second
18 thirty-minute uninterrupted meal periods as required by law;
- 19 j. Defendants' failure to comply with the requirements of Labor Code sections
20 226.7 and 512 and IWC Wage Order No. 5-2001 to pay one hour of premium
21 pay at the employee's regular rate of compensation for each workday on
22 which a statutorily required meal period was not timely and properly
23 provided;
- 24 k. Defendants' failure to comply with the requirements of Labor Code sections
25 226.7 and 1198 and IWC Wage Order No. 5-2001 to authorize and permit net
26 ten-minute rest periods, including third rest periods on shifts in excess of ten
27 hours;
- 28 l. Defendants' failure to comply with the requirements of Labor Code sections

- 1 226.7 and 1198 and IWC Wage Order No. 5-2001 to pay one hour of premium
2 pay at the employee's regular rate of compensation for each workday on
3 which a statutorily required rest period was not authorized and permitted;
4 m. Defendants' failure to reimburse necessary business expenditures in violation
5 of Labor Code section 2802;
6 n. Defendants' unlawful collection, receipt, and withholding of wages in
7 violation of Labor Code sections 221 and 224;
8 o. Defendants' failure to provide accurate, compliant itemized wage statements
9 in violation of Labor Code section 226 and IWC Wage Order No. 5-2001;
10 p. Defendants' failure to maintain and preserve required payroll and time records
11 in violation of Labor Code sections 226, 1174, 1175, and 1198, and IWC
12 Wage Order No. 5-2001; and
13 q. Defendants' failure to furnish copies of payroll records and personnel records
14 upon request in violation of Labor Code sections 226(c) and 1198.5.

15 133. As a result of the acts alleged above, Plaintiff seeks civil penalties under Labor
16 Code sections 2698 and 2699 because of Defendants' violation of numerous provisions of the
17 California Labor Code and the applicable IWC Wage Order. Plaintiff seeks civil penalties for
18 Defendants' violation of those Labor Code provisions for which a civil penalty is specifically
19 provided, including but not limited to the following:

- 20 a. Pursuant to Labor Code section 210, for violations of Labor Code section 204,
21 Defendants are subject to a civil penalty in the amount of one hundred dollars
22 (\$100) for the initial violation for each failure to pay each employee, and two
23 hundred dollars (\$200) per employee for each subsequent violation or any
24 willful or intentional violation, plus twenty-five percent of the amount
25 unlawfully withheld;
26 b. Pursuant to Labor Code section 226.3, for violations of Labor Code section
27 226(a), Defendants are subject to a civil penalty in the amount of two hundred
28 fifty dollars (\$250) per aggrieved employee for the initial pay period in which

1 a violation occurs and one thousand dollars (\$1,000) per aggrieved employee
2 for violations in subsequent pay periods;

3 c. Pursuant to Labor Code section 558(a), any employer or other person acting
4 on behalf of an employer who violates, or causes to be violated, a section of
5 that chapter or any provision regulating hours and days of work in any order
6 of the Industrial Welfare Commission, including Labor Code sections 510 and
7 512, shall be subject to a civil penalty, in addition to any other penalty
8 provided by law, of fifty dollars (\$50) for initial violations for each underpaid
9 employee for each pay period for which the employee was underpaid, and one
10 hundred dollars (\$100) for each subsequent violation for each underpaid
11 employee for each pay period for which the employee was underpaid;

12 d. Pursuant to Labor Code section 1174.5, for violations of Labor Code section
13 1174(d), Defendants are subject to a civil penalty of five hundred dollars
14 (\$500);

15 e. Pursuant to Labor Code section 1197.1, an employer who pays or causes to be
16 paid to any employee a wage less than the minimum fixed by an order of the
17 commission shall be subject to a civil penalty as follows: for any initial
18 violation that is intentionally committed, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee is underpaid;
20 and for each subsequent violation of the same offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid, regardless of whether the initial violation was
23 intentionally committed.

24 134. For all provisions of the California Labor Code alleged to have been violated
25 herein for which no civil penalty is specifically provided, Plaintiff and the Aggrieved Employees
26 are entitled to civil penalties under Labor Code section 2699(f)(2) in the amount of one hundred
27 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
28 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent

1 violation where, within the five years preceding the alleged violation, the LWDA or any court
2 issued a finding or determination that Defendants' policy or practice giving rise to the violation
3 was unlawful, or where the court determines that Defendants' conduct giving rise to the violation
4 was malicious, fraudulent, or oppressive.

5 135. Plaintiff further alleges that Defendants did not take all reasonable steps to
6 comply with the Labor Code provisions alleged herein, either before receiving Plaintiff's notice
7 or within sixty days thereafter, and accordingly no reduction of the civil penalties sought herein
8 is warranted.

9 136. Pursuant to Labor Code section 2699, the civil penalties recovered in this action
10 shall be distributed sixty-five percent (65%) to the Labor and Workforce Development Agency
11 and thirty-five percent (35%) to the Aggrieved Employees.

12 137. Plaintiff and the Aggrieved Employees are further entitled to an award of
13 reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), together with
14 interest as provided by law.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them,
17 jointly and severally, as follows:

- 18 1. For civil penalties according to proof, pursuant to Labor Code sections 2698 et
19 seq. and 2699(a) and (f), on behalf of Plaintiff, the State of California, and all
20 Aggrieved Employees, for the violations specified above;
- 21 2. For civil penalties pursuant to Labor Code sections 203, 210, 226.3, 558, 1174.5,
22 and 1197.1;
- 23 3. For an order distributing the civil penalties recovered herein sixty-five percent
24 (65%) to the Labor and Workforce Development Agency and thirty-five percent
25 (35%) to the Aggrieved Employees, pursuant to Labor Code section 2699;
- 26 4. For such injunctive and other equitable relief as is authorized by Labor Code
27 section 2699 to prevent Defendants' continuing violations of the Labor Code;
- 28 5. For interest at the legal rate pursuant to Labor Code sections 218.6 and 1194,

1 California Civil Code sections 3287 and 3288, and any other applicable provision
2 providing for prejudgment interest;

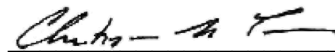
3 6. For reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code
4 sections 2699(g)(1) and 226, Code of Civil Procedure section 1021.5, and any
5 other applicable provision providing for attorneys' fees and costs; and

6 7. For such other and further relief as the Court deems just and proper.

7 8.

8 Respectfully submitted,

9
10 Dated: August 17, 2026



EMPLAW, LLP

Christina M. Lucio, Esq.

Mitchell J. Murray, Esq.

13 Attorneys for Plaintiff MARCOS ORTIZ,
14 individually, and in his representative capacity as
15 private attorney general