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ELECTRONICALLY FILED
Superior Court of California,
County of Monterey
10/12/2026 at 11:45:59 AM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

ABRAHAM MARQUEZ, individually and on behalf of the Labor and Workforce Development Agency and aggrieved employees,

PLAINTIFF,

v.

MKCR CAPITAL, LLC, a California limited liability company; MKCR II, LLC, a California limited liability company; SALINAS CAPITAL PARTNERS, L.P., a California Limited Partnership; and DOES 1 through 100, inclusive

DEFENDANTS.

Case No.: 26CV005586

PAGA ACTION COMPLAINT

1. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

I. INTRODUCTION

This is a representative Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA") action brought by Plaintiff Abraham Marquez ("Plaintiff"), individually and on behalf of the Labor and Workforce Development Agency ("LWDA"), a California state agency, and other aggrieved employees, against MKCR Capital, LLC, a California limited liability company; MKCR II, LLC, a California limited liability company; Salinas Capital Partners, L.P., a California Limited Partnership; and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively "Defendants") alleging, among other things violations of the California Labor Code and seeking civil penalties under Labor Code §§2698*, et seq*. Following notice to the Labor and Workforce Development Agency on July 30, 2026, Plaintiff seeks civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(k)(1) and costs of suit brought on behalf of the Labor and Workforce Development Agency, the State of California, himself, and all other aggrieved employees. Plaintiff is informed and believes, and on that basis alleges as follows:

II. GENERAL ALLEGATIONS

1. This Private Attorneys General Act of 2004, Labor Code §§2698, *et seq*. action arises from wage and hour violations for, among other things, Defendants' failure to compensate their employees in compliance with California law. As more fully described herein, Defendants fail to pay all earned wages, provide meal periods or meal period premium payments in lieu of providing the same, provide rest periods or rest period premium payments in lieu of providing the same, provide accurate wage statements, and pay all wages due at separation.

2. Plaintiff seeks, among other things, civil penalties under PAGA on behalf of the LWDA, himself and all other aggrieved employees. The "aggrieved employees", consist of:

> all other current and former California hourly non-exempt employees of Defendants who worked as property-based employees within the relevant time period. ("aggrieved employees").

3. This Court is the proper court, and this action is properly filed in Monterey County and in this judicial district because Defendants do business in Monterey County and because Defendants' obligations and liabilities arise therein.

4. Plaintiff is a former employee for Defendants in the state of California and a resident of California

5. Plaintiff is informed and believes, and thereon alleges that MKCR Capital, LLC, is a California limited liability company.

6. Plaintiff is informed and believes, and thereon alleges that MKCR II, LLC, is a California limited liability company.

7. Plaintiff is informed and believes, and thereon alleges that Salinas Capital Partners, L.P., is a California Limited Partnership.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

10. Plaintiff is informed and believes, and thereon alleges, that Defendants are a single enterprise or integrated enterprise, joint employers, or alter egos of each other, and were acting on behalf of Defendants in the employment, wages, hours and working conditions of Plaintiff and the aggrieved employees.

11. Plaintiff is informed and believes, and thereon alleges, that Defendant DOES 1 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and the aggrieved employees.

12. At all relevant times alleged herein Plaintiff and the aggrieved employees were employed by Defendants in the State of California.

III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

13. Plaintiff and the aggrieved employees worked as property-based employees in the state of California for Defendants. Throughout the period of July 30, 2025 to the date of PAGA approval, (the "relevant time period"), Plaintiff and all aggrieved employees were and are employees of Defendants in the state of California, entitled to all of the protections afforded to employees under the Labor Code.

14. Defendants' primary business is in property management. This work is performed in part by Plaintiff and the aggrieved employees.

15. Throughout the relevant time period, Plaintiff and the aggrieved employees worked in excess of eight (8) hours in a workday and in excess of twelve (12) hours in a workday.

16. Plaintiff and the aggrieved employees were suffered and/or permitted to and worked in excess of eight (8) hours and/or and in excess of twelve (12) hours in a workday without receiving all earned overtime and/or double time pay for all overtime hours worked. Despite knowing that Plaintiff and the aggrieved employees were working overtime and/or double time hours, Defendants refused to pay the full amount of overtime and/or double time premiums based on their correct regular rate of pay for all overtime and/or double time hours worked.

17. Defendants failed to pay Plaintiff and the aggrieved employees overtime pay for daily overtime hours and/or double time hours worked in a workday without exemption, due to their policy and practice of authorizing off-the-clock work.

18. Throughout the relevant time period, Defendants failed to authorize and permit legally compliant meal breaks. Plaintiff and the aggrieved employees were assigned to and required to work shifts lasting over six (6) hours and were not provided nor allowed to take a thirty (30) minute uninterrupted off-duty meal break without exemption. Plaintiff and the aggrieved employees were assigned to and required to work shifts lasting over ten (10) hours without a second thirty (30) minute uninterrupted off-duty meal break without exemption. Plaintiff and the aggrieved employees were required to carry communication devices to be on-call during off-duty meal periods.

19. Throughout the relevant time period, Defendants failed and continue to fail to pay for the meal period violations at the correct regular rate of pay.

20. Throughout the relevant time period, Defendants failed to authorize and provide paid rest periods compliant with the provisions of the California Labor Code and applicable Wage Order. Plaintiff and the aggrieved employees were assigned to and required to work shifts lasting over four (4) hours and were not provided nor allowed to take a non-captive paid ten-minute uninterrupted rest break during each four (4) hour work period, or major fraction thereof, at the direction of Defendants and/or with Defendants' knowledge and acquiescence. Plaintiff and the aggrieved employees were required to carry communication devices to be on-call during off-duty rest periods.

21. The wage statements provided by Defendants failed to provide accurate information reflecting the total hours worked, gross and net wages earned for all hours worked per pay period as well as meal and rest period premiums.

22. Plaintiff and the aggrieved employees whose employment ended with Defendants during the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time of termination, including but not limited to overtime wages, double time wages, meal period premiums, rest period premium. Defendants refused and/or intentionally failed to promptly compensate Plaintiff and the aggrieved employees all earned wages at the time of separation.

23. Defendants' conduct, as alleged herein, was willful and has caused Plaintiff and the aggrieved employees damages.

24. Plaintiff seeks, among other things, civil penalties under the PAGA on behalf of the LWDA, himself and all other aggrieved employees. Throughout the relevant time period, Defendants knowingly and willfully engaged and continue to engage in an unlawful scheme to avoid complying with California wage and hour laws and other employee rights and benefits.

25. The Labor Code violations upon Plaintiff and the aggrieved employees are a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff and the aggrieved employees.

26. Plaintiff brings this action seeking to be the representative for the State of California, himself and all other aggrieved employees who all have been exposed to, have suffered, and/or were permitted to work under, Defendants' unlawful employment practices as alleged herein, and to recover civil penalties.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§2698, *et seq.*

(Against all Defendants)

27. Plaintiff, on behalf of himself, the State of California, and all other aggrieved employees, re-alleges and incorporates each and every one of the allegations contained in the preceding paragraphs as if fully set forth herein.

28. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

29. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

30. Plaintiff and Defendants' current and former California employees, who are property-based employees, are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

31. Plaintiff gave written notice electronically to the LWDA, and by certified mail to Defendants of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More

than 65 days has lapsed since notice to the LWDA and the LWDA has not responded to Plaintiff's notice. Accordingly, Plaintiff may commence a civil action to recover civil penalties on behalf of other current and former employees under Labor Code §2699 pursuant to §2699.3.

32. Plaintiff asserts all of the claims in this Complaint against Defendants, on behalf of the aggrieved employees in his capacity as a private attorney general and seeks all applicable civil penalties available under the Labor Code for these alleged violations of Labor Code sections 201, 203, 226, 226.7, 510, 512, 1194 & IWC Wage Order No. 5-2001.

33. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of the aggrieved employees, requests and seeks to recover from the Defendants applicable penalties related to Defendants' failure to timely pay all earned wages, unlawful policy and practice of collecting previously paid wages, and failure to allow for the timely inspection/provision of employee records. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code §2699(k)(1), as well as all civil penalties, including, but not limited to:

1) Penalties under Code of Regulations, Title 8 §11050 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

2) Penalties under Labor Code §558, in addition to and entirely independent and apart from other penalties provided under the Labor Code, in the amount of $50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code §558 provided to the affected employees;

3) Penalties under Labor Code §226.3, in addition to and entirely independent and apart from other penalties provided in the Labor Code, in the amount of $250 for each aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;

4) Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely

independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for $200 for each aggrieved employee per pay period for each violation;

34. Any and all additional civil penalties and sums as provided by the Labor Code and/or other statutes.

35. Plaintiff seeks and is entitled to have 65% of all penalties obtained be allocated to the LWDA and 35% to aggrieved employees.

36. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(k)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment as follows:

1. On behalf of himself and all other aggrieved employees and the LWDA, for all civil penalties authorized by Labor Code §2699, including but not limited to:
   a) For civil penalties per Labor Code §226.3 in the amount of $250 for each aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;
   b) For civil penalties pursuant to Labor Code §558 as follows:
      i. For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and
      ii. For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
   c) For civil penalties per Code of Regulations, Title 8 §11050 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for

each aggrieved employee per pay period for each subsequent violation;

d) Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for $200 for each aggrieved employee per pay period for each violation;

2. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §2699(k)(1), and all other applicable law; and

3. For all such other and further relief that the Court may deem just and proper.

Dated: October 9, 2026

THE MYERS LAW GROUP, A.P.C.

By: _____

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