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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CARLOS SANDOVAL, individually and on behalf of all others similarly situated,

Plaintiff,

v.

A-AZTEC RENTS & SELLS, LLC, a Limited Liability Company; and DOES 1-20, inclusive,

Defendants.

Case No.: 26TRCV03709

CLASS ACTION COMPLAINT FOR DAMAGES:

1. Failure to Pay Minimum Wage (Labor §§ 558, 1194 *et seq*., 1197, 1197.1, 1198, IWC Wage Order);
2. Failure to Pay Overtime Wages (Labor Code §§ 510, 558, 1194 *et seq*., 1197.1, 1198, IWC Wage Order);
3. Failure to Provide Meal Periods (California Labor Code §§ 226.7 and 512(a));
4. Failure to Provide Rest Periods (California Labor Code § 226.7);
5. Failure to Furnish Accurate Wage Statements (California Labor Code § 226);
6. Waiting Time Penalties (California Labor Code §§ 201-203);
7. Failure to Pay Reporting Time Pay (IWC Wage Orders);
8. Failure to Reimburse for Business Expenditures and Losses (Violation of Labor Code § 2802); and
9. Unfair Business Practices (Business and Professionals Code §§ 17200, *et seq.*); and
10. Civil Penalties Under the Private Attorneys General Act (California Labor Code §§ 2698, et seq .).

JURY TRIAL REQUESTED

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Plaintiff Carlos Sandoval brings this action on behalf of himself and on behalf of all other similarly-situated members of the public and alleges the following:

I. INTRODUCTION

1. Plaintiff Carlos Sandoval ("Plaintiff") brings this class action to remedy wage-and-hour violations by Defendants A-Aztec Rents & Sells, LLC and Does 1 through 20 (collectively, "Defendants"). For at least four years prior to the filing of this Complaint and through the present, Defendants have engaged in a uniform policy and systematic scheme of wage abuse against Plaintiff and other non-exempt employees of Defendants in violation of applicable California laws, including, without limitation, failing to provide meal and rest breaks, failing to pay minimum and overtime wages, failing to furnish Plaintiff and other employees with accurate, itemized wage statements, and failing to pay all earned wages upon separation of employment.

II. THE PARTIES

2. **Defendant A-Aztec Rents & Sells, LLC ("**A-Aztec Rents**")** is an American tent manufacturing company that specializes in the manufacturing of tents, canopies and semi-permanent fabric structures and based in Torrance, California. At all times mentioned herein, Defendant A-Aztec Rents was and is an employer covered by the California Labor Code and the California Industrial Welfare Commission Wage Orders.

3. Plaintiff is unaware and ignorant of the true names and capacities of Defendants sued herein as **Does 1 through 20**, inclusive, and for that reason sues said Defendants by such fictitious names ("Doe Defendants").

4. Pursuant to Defendant A-Aztec Rents & Sells, LLC's Statement of Information filed with the California Secretary of State, Alexander Kouzmanoff is the Chief Executive Officer and the Manager or Member of A-Aztec Rents. As a result, Alexander Kouzmanoff is liable for the claims alleged herein pursuant to California Labor Code § 558.1, because Alexander Kouzmanoff is an "other person" acting on behalf of Defendant A-Aztec Rents, who violates or causes to be violated, certain California Labor Code Sections herein.

5. At all times herein relevant, Defendant A-Aztec Rents and the Doe Defendants, and

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each of them, were the agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at times relevant hereto were acting with the course and scope of their authority as such agents, partners, joint-venturers, joint employers, alter-egos, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each Defendant designated herein. Plaintiff is informed and believes, and based thereon alleges that the actions of each Defendant are legally attributable to the other Defendants.

6. Plaintiff is informed and believes, and based thereon alleges that each of the Doe Defendants are legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will file and serve an amendment to this Complaint alleging the true names and capacities of the Doe Defendants when such true names, capacities, and involvement is ascertained.

7. **Plaintiff Carlos Sandoval** was employed by Defendants as a driver from approximately March 30, 2004 to September 17, 2026 and was paid in whole or in part on an hourly basis**.** Plaintiff Sandoval is an individual residing in the County of Los Angeles, California.

8. Plaintiff brings this class action on behalf of himself and a **Class**, defined as: All current and former persons employed by Defendants in California as non-exempt employees at any time during the period beginning four years prior to the filing of this Complaint and ending on the date as determined by the Court (the "Class Period").

9. At all times relevant to this Complaint, Defendants exercised control over the wages, hours, and working conditions of Plaintiff and other Class members; suffered and permitted Plaintiff and other Class members to work, and otherwise engaged Plaintiff and other Class members to work, so as to create an employer-employee relationship between Defendants and Plaintiff and other Class members. At all relevant times, Defendant were the "employers" of Plaintiff within the meaning of all applicable California state laws.

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III. JURISDICTION AND VENUE

10. This class action is brought pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

11. This Court has jurisdiction over this action under the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specifically grant jurisdiction to any other court, and the issues are based solely on California statutes and law, including the California Labor Code, California Industrial Welfare Commission ("IWC") Wage Orders, California Code of Civil Procedure, California Civil Code, and the California Business and Professions Code.

12. The California Superior Court has jurisdiction over Defendants, because they are citizens of California, have sufficient minimum Contacts in California, and otherwise intentionally avail themselves to the California market, including establishing their principal place of business and transacting business in California.

13. Venue is proper in this Court, because Plaintiff was employed by Defendants in the County of Los Angeles, and Defendants transact business in the County of Los Angeles.

IV. FACTUAL BACKGROUND

14. At all relevant times set forth in this Complaint, Defendants employed Plaintiff and other Class members as hourly, non-exempt employees.

15. Plaintiff and each member of the Class were covered under one or more IWC Wage Orders, the California Labor Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, to pay all wages due at separation of employment, not to deduct business-related expenses from Plaintiff's wages, and to provide accurate wage statements.

16. Plaintiff is informed and believes, and based thereon alleges that Defendants engaged

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in a uniform policy and systematic scheme of wage abuse against its non-exempt employees, including, without limitation, depriving their employees of uninterrupted thirty-minute meal periods for work periods of at least five hours; depriving their employees of ten-minute rest periods for work periods of four hours or major fractions; failing to compensate employees for all hours worked, including overtime wages; failing to provide timely, accurate itemized wage statements; unlawfully deducting business-related expenses from wages; and failing to pay, within the time constraints imposed by applicable laws, all earned compensation at separation of employment.

17. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff and the other Class members the required meal periods or payment of one additional hour of pay at Plaintiff's and the other Class members' regular rate of pay when a meal break was missed during the Class Period. This was a result of Defendants' uniform policy and practice of altering Plaintiff's and other Class members' time records by recording fictitious 30-minute meal breaks in Defendants' timekeeping system so as to create the appearance that Defendants provided Plaintiff and other Class members 30-minute meal breaks when in fact Plaintiff and other Class members were not at all times provided 30-minute meal breaks. As a result of Defendants' demanding deadlines, Plaintiff and other Class members were required to perform work as ordered by Defendants for more than five hours during a shift without receiving a meal break and/or more than ten hours in a shift without receiving a second meal break. Defendants had no policy, procedure, or practice for Plaintiff and other Class members to report missed meal periods or recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional wages for each workday that the meal breaks were not provided.

18. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff and the other Class members rest periods of at least ten minutes per four hours worked, or major fraction thereof, and failed to pay Plaintiff and other Class members one hour of additional wages at Plaintiff's and other Class members' regular rate of pay when a rest break was not provided during the Class Period. Defendants had no policy, procedure, or practice for Plaintiff and other Class members to report missed rest breaks or recover lost wages, and Defendants had no

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policy, procedure, or practice to provide one hour of additional wages for each workday that the rest break was not provided.

19. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to provide Plaintiff and the other Class members wages, including overtime wages, for all hours worked, meaning the time during which Plaintiff and other Class members were subject to the control of Defendants, including all the time they were suffered or permitted to work. This was a result of Defendants' uniform policy and practice of requiring Plaintiff and other Class members to work off-the-clock without paying them for all the time they were under Defendants' control performing pre-shift and post-shift duties and during purported meal breaks. Plaintiff and other Class members were entitled to receive compensation for all hours worked, and they did not receive compensation for all hours worked. Plaintiff and the other Class members worked over eight hours in a day, and/or forty hours in a week during their employment with Defendants, and Defendants failed to pay overtime wages to Plaintiff and the other Class members for all hours worked more than eight hours in a day and/or forty hours per week. Similarly, Plaintiff and other Class members worked over twelve hours in a day during their employment with Defendants, and Defendants failed to pay overtime wages to Plaintiff and the other Class members for all hours worked more than twelve hours in a day at two-times their regular rate of pay.

20. Plaintiff is informed and believes, and based thereon alleges that Defendants have unlawfully failed to provide timely, accurate, itemized wage statements to Plaintiff and the other Class members.

21. Plaintiff is informed and believes, and based thereon alleges that Defendants have unlawfully failed to reimburse for business expenditures and losses, including without limitation, shoes and cleaning supplies, to Plaintiff and the other Class members.

22. Plaintiff is informed and believes, and based thereon alleges that Defendants have failed to pay all compensation due and owing to Plaintiff and the other Class members upon separation.

V. CLASS ALLEGATIONS

23. **Class Definition.** The named individual Plaintiff brings this action on his own behalf and on behalf of all similarly-situated persons as a class action under California Code of Civil Procedure § 382. Plaintiff proposes the following class ("Class"):

> All current and former persons employed by Defendants in California as non-exempt employees at any time during the period beginning four years prior to the filing of this Complaint and ending on the date as determined by the Court (the "Class Period").

24. Plaintiff reserves the right to amend or modify the class description with greater particularity or further division into subclasses.

25. **Ascertainable Class**. The proposed Class is ascertainable because the members can be identified and located using information contained in Defendants' payroll and personnel records.

26. **Numerosity.** The members of the Class are so numerous that a joinder of all members would be impractical and unfeasible. While the precise number of Class members is currently unknown to Plaintiff, Plaintiff is informed and believes that the Class is estimated to be greater than 200 individuals.

27. **Typicality**. Plaintiff's claims are typical of the Class. Plaintiff and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of unlawful conduct.

28. **Adequacy of Representation**. The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class and has retained counsel who is experienced in class action and wage-and-hour litigation of this nature. Plaintiff has the same interests in the litigation of this case as members of the Class and is not subject to any individual defenses different from those conceivably applicable to the Class as a whole.

29. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all employees is not practicable.

30. **Common Question of Law and Fact.** There are questions of law and fact common to the Class that predominates over any questions affecting only individual members of the Class.

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These common questions of law and fact, include, without limitation:

a. Whether Defendants' policies and practices provide meal and rest periods in compliance with applicable laws;

b. Whether Defendants deprived Plaintiff and the other Class members of meal or rest periods;

c. Whether Defendants have engaged in a pattern and/or practice of encouraging Plaintiff and other Class members not to report missed meal and rest periods;

d. Whether Defendants failed to provide Plaintiff and the other Class members adequate off-duty meal periods and missed meal period compensation;

e. Whether Defendants have engaged in a pattern and/or practice of failing to properly compensate Plaintiff and the other Class members for all hours worked, including overtime wages;

f. Whether Defendants have engaged in a pattern and/or practice of encouraging Plaintiff and other Class members not to report all time worked;

g. Whether Defendants failed to pay Plaintiff and other Class members for the work that Defendants required them to perform;

h. Whether Defendants have engaged in a pattern and/or practice of threatening Plaintiff and other Class members with discharge, demotion, or discrimination or otherwise intimidating them if they do not work off-the-clock;

i. Whether Defendants failed to pay Plaintiff and the other Class members overtime compensation when Plaintiff and the other Class members worked in excess of eight hours in a day or forty in a workweek;

j. Whether Defendants failed to pay Plaintiff and the other Class members overtime compensation at double their regular rate of pay when Plaintiff and the other Class members worked in excess of twelve hours in a day or in excess of eight on the seventh consecutive day of work in a workweek;

k. Whether Defendants included all required compensation in calculating the overtime rate of Plaintiff and the other Class members;

l. Whether Defendants failed to provide Plaintiff and the other Class members with

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accurate itemized wage statements;

m. Whether Defendants failed to pay Plaintiff and the other Class members all earned wages upon their separation of employment;

n. Whether Defendants have engaged in a pattern or practice of unlawfully deducting business losses from Plaintiff's and other Class members' wages;

o. Whether Defendants failed to reimburse Plaintiff and other Class members for all business-related expenses;

p. Whether Defendants acted with malice, oppression, or fraud;

q. Whether Defendants violated California Labor Code §§ 201-203, 226.7, 227.3, 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198, and 2802;

r. Whether Defendants violated Industrial Welfare Commission Orders;

s. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq*.; and

t. The nature and extent of the injury suffered by Plaintiff and the other Class members and the measure of damages for the injury.

31. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each member of the Class were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

32. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS

33. At all relevant times, PAGA was applicable to Plaintiff and his employment with

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Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code. As an alternative, these civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees.

34. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by PAGA because they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

35. On or about July 27, 2026, Plaintiff gave written notice of Defendants' violations of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

36. The LWDA did not provide notice of its intention to investigate Defendants' violations within 65 calendar days of the July 27, 2026 Notice.

37. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover civil penalties against Defendants, in addition to the other remedies, for violations of California Labor Code §§ 201-203, 226.7, 227.3, 510, 512, 551, 552, 1194 *et seq.*, 1197, 1198, and 2802.

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Pay Minimum Wage
(Violation of Labor Code §§ 558, 1194 *et seq*., 1197, 1197.1, 1198, IWC Wage Order)
(By Plaintiff and the Class Against Each Defendant)

38. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

39. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and regulations provide that an employer must timely pay its employees for all hours worked.

40. California Labor Code § 1197 further provides, "The minimum wage for employees

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fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

41. California Labor Code § 1194 establishes an employee's right to recover unpaid wages, including interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

42. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff and Class members for all hours worked. Defendants required Plaintiff and Class members to work without compensating them for all hours worked as required by the California Labor Code and the applicable IWC Wage Order.

43. Defendants thus required Plaintiff and Class members to work under conditions prohibited by order of the IWC, in violation of those orders.

44. Defendants deprived Plaintiff and Class members of their rightfully earned minimum wage compensation, as a direct and proximate result of Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiff and Class members are entitled to recover such amounts, plus interest thereon, reasonable attorneys' fees, and costs. In addition, under California Labor Code § 1194.2, Plaintiff and Class members are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to Labor Code §2699(g)(1).

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

(Violation of Labor Code §§ 510, 558, 1194 et seq., 1197.1, 1198, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

45. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

46. California Labor Code § 204, the IWC Wage Orders, and other applicable laws and regulations provide that an employer must timely pay its employees for all hours worked.

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47. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours per workday or forty hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

48. California Labor Code § 510 further provides that employees in California shall not be employed more than twelve hours per workday unless they receive wages at double their regular rate of pay.

49. California Labor Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is unlawful.

50. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff and Class members for all hours worked. Defendants employed Plaintiff and Class members for more than eight hours per day and more than 40 hours per workweek during the operative timeframe, but Defendants failed to pay Plaintiff and Class members the correct applicable overtime rate for the number of overtime hours they worked as required by the California Labor Code and the applicable IWC Wage Order.

51. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff and Class members for all hours worked. Defendants employed Plaintiff and Class members for more than twelve hours per day and more than eight hours on the seventh consecutive day of work in a workweek, but Defendants failed to pay Plaintiff and Class members the correct applicable overtime rate for the number of overtime hours they worked as required by the California Labor Code and the applicable IWC Wage Order.

52. Defendants thus required Plaintiff and Class members to work under conditions prohibited by order of the IWC, in violation of those orders.

53. Defendants deprived Plaintiff and Class members of their rightfully earned minimum wage compensation, including overtime compensation, as a direct and proximate result of Defendants' failure to pay said compensation. Under California Labor Code § 1194, Plaintiff and

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Class members are entitled to recover such amounts, plus interest thereon, reasonable attorneys' fees, and costs.

54. Defendants owe Plaintiff and Class members overtime wages, has failed and refused, and continues to fail and refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required compensation in calculating the overtime rate of Plaintiff and the other Class members.

55. Defendants' failure to pay Plaintiff and Class members such premium overtime compensation and their miscalculation of the regular rate of pay violates the provisions of California Labor Code § 510 and § 1198, and the applicable IWC Wage Order and is therefore unlawful. Pursuant to California Labor Code § 1194, Plaintiff and Class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees. In addition, under California Labor Code § 1194.2, Plaintiff and Class members are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to Labor Code §2699(g)(1).

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7, 512, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

56. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

57. Plaintiff and Class members regularly worked greater than five hours and on occasion greater than ten hours per day. Pursuant to California Labor Code § 512, an employer may not employ someone for a shift of more than five hours without providing him or her with a meal period of not less than thirty minutes or for more than ten hours without providing him or her with a second meal period of not less than thirty minutes.

58. Despite the requirements of the applicable IWC Wage Order and California Labor

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Code §§ 512 and 226.7, Defendants have had a policy and practice of not providing Plaintiff and Class members with timely, uninterrupted first meal periods, and were similarly not provided with a second meal period to the extent such should have been provided.

59. Defendants failed to provide Plaintiff and Class members all required meal breaks of not less than 30 minutes pursuant to the applicable IWC Wage Order. On such occasions, Defendants failed to pay Plaintiff and Class members one-hour of premium pay for each day in which a lawful meal period was not provided.

60. Pursuant to California Labor Code § 226.7, Plaintiff and Class members are entitled to recover one hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff and Class members are further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor Code section 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties.

FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods
(Violation of Labor Code §§ 226.7, IWC Wage Order)
(By Plaintiff and the Class Against Each Defendant)

61. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

62. Pursuant to the applicable IWC Wage Order, "[e]very 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 worked or major fraction thereof. . . . Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC. Under these laws, Defendants were required to authorize and permit Plaintiff and Class members to take rest periods, based upon the total hours worked at a rate of ten minutes net rest per four hours, or a major

fraction thereof, with no deduction from wages.

63. Despite these requirements of the applicable IWC Wage Order, Defendants have had a policy and practice of failing to authorize and provide Plaintiff and other Class members with ten-minute rest periods for every four hours worked or a major fraction thereof. On such occasions, Defendants failed to pay Plaintiff and Class members one-hour of premium pay for each day in which a lawful rest period was not provided.

64. Pursuant to Labor Code § 226.7, Plaintiff and Class members are entitled to recover one hour of premium pay for each day in which a rest period was not provided. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Wage Statements

(Violation of California Labor Code §§ 226 & 226.3, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

65. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

66. California Labor Code § 226(a) and the applicable IWC Wage Order require employers semimonthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, all applicable hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty dollars for the initial violation and one hundred dollars for each subsequent violation, up to four thousand dollars.

67. Defendants knowingly and intentionally failed to furnish Plaintiff and other Class members with timely, itemized statements as required by California Labor Code § 226(a) and the

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applicable IWC Wage Order. As a result, Defendants are liable to Plaintiff and to the Class for the amounts provided by Labor Code § 226(b), 226(e) and for penalties, and attorneys' fees.

SIXTH CAUSE OF ACTION

Failure to Pay Wages When Due and Waiting Time Penalties

(Violation of Labor Code §§ 200-203, IWC Wage Order)

(By Plaintiff and the Class Against Each Defendant)

68. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

69. Sections 201 and 202 of the California Labor Code requires that Defendants pay employees all wages due immediately if Defendants discharge an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

70. Plaintiff is informed and believes that Plaintiff and Class members have resigned or were terminated from their employment with Defendants and have not received all forms of wages earned, including, but not limited to, compensation for non-provided meal and rest periods, business expenses, and accrued but unused vacation days. In addition, Plaintiff and members of the Class have been discharged, laid off, resigned, retired, or otherwise voluntarily left employment, but Defendants have not unconditionally paid earned wages upon separation of employment within the time frame mandated by California Labor Code §§ 201 and 202. Defendants' conduct in this regard has been willful

71. Defendants willfully refused and continues to refuse to pay Plaintiff and other Class members all wages earned in a timely manner as required by California Labor Code § 203.

72. As a consequence of Defendants' willful conduct in not paying all earned wages, Plaintiff and Class members are entitled to 30 days of wages under California Labor Code § 203 for failure to pay legal wages.

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SEVENTH CAUSE OF ACTION

Failure to Pay Reporting Time Pay

(Violation of IWC Wage Order)

(By Plaintiff Against Each Defendant)

73. Plaintiff incorporates by reference and re-allege paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of himself and all Class members.

74. The applicable California IWC Wage Order mandates that "[e]ach workday that an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day's work, the employer shall pay him/her for half of the usual or scheduled day's work but in no event for less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay . . . ."

75. Defendants have had a policy and practice of not paying reporting time pay in whole or in part when Plaintiff reported and report to work as scheduled, but was sent home for lack of work. By their failure to provide reporting time pay, Defendants have violated the provisions of the applicable section of California IWC Wage Order.

76. As a result of Defendants' unlawful acts, Plaintiff has been deprived of wages in amounts to be determined at trial, and is entitled to recover such amounts plus interest thereon, penalties, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION

Failure to Reimburse for Business Expenditures and Losses

(Violation of Labor Code § 2802)

(By Plaintiff and the Class Against Each Defendant)

77. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a class action and a representative cause of action on behalf of themselves and all Class members.

78. Pursuant to California Labor Code § 2802(a), "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions,

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believed them to be unlawful."

79. As a pattern and practice, Defendants regularly failed to reimburse and indemnify Plaintiff and Class members for business expenses, including without limitation, shoes and cleaning supplies.

80. Pursuant to California Labor Code § 2802, Plaintiff and Class members are entitled to recover unreimbursed business expenses. As a proximate result of these violations, Plaintiff and Class members have been damaged in an amount according to proof at the time of trial. Pursuant to California Labor Code § 2802(c), Plaintiff and Class members are also entitled to recover interest, costs, and attorneys' fees. Plaintiff and Class members are further entitled to attorneys' fees pursuant to California Code of Civil Procedure §1021.5, and pursuant to California Labor Code § 2699(g)(1), Plaintiff and Class members are entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties.

NINTH CAUSE OF ACTION
Unfair Competition
(Violation of California Business and Professions Code §§ 17200, *et seq.*)
(By Plaintiff and the Class Against Each Defendant)

81. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows in his capacity as a representative of all similarly situated members of the Class.

82. A violation of California Business and Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including failing to pay reporting time pay, and failing to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

83. Plaintiff and Class members have also been personally aggrieved by Defendants'

unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

84. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class members, Defendant's competitors, and the public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

85. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and Class members are entitled to restitution of the wages withheld and retained by Defendant during the Class Period; an award of attorneys' fees pursuant to California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award of costs.

TENTH CAUSE OF ACTION

Private Attorney General Act

(California Labor Code §§ 2698, *et seq.* [PAGA])

(By Plaintiff and Aggrieved Employees Against Each Defendant)

86. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as representative cause of action on behalf of himself and all Class members.

87. PAGA authorizes an aggrieved employee, on behalf of himself or other current or former employees, to bring a civil action to recover civil penalties against his or her employer pursuant to the procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of himself and other similarly aggrieved persons who are, or were employed, by Defendants and against whom one or more of the alleged violations were committed. If the employee prevails as private attorney general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 35 percent.

88. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on or about July 27, 2026 Plaintiff gave written notice of Defendants' violations — including the facts and theories to support the violations — of various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

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89. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code within 60 days of the date of the complainant's written notice and more than 65 days have passed since the notice and the LWDA did not provide the parties notice that it intended to investigate his claims.

90. During the applicable time period preceding the filing of Plaintiff's notice to the LWDA, Defendants violated California Labor Code §§ 201-203, 226, 226.7, 512(a), 1194, 1198, and 2802, and the applicable IWC Wage Order provisions, as alleged in more detail above.

91. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff and similarly aggrieved employees are entitled to an award of reasonable attorneys' fees and costs. To that end, Plaintiff seeks all relief entitled under PAGA for any penalties assessed against Defendants as a result of Defendants' California Labor Code violations, plus attorneys' fees and costs.

VIII. PRAYER FOR RELIEF

Wherefore, Plaintiff, individually and on behalf of all other members of the Class, pray for an award and judgment against Defendants jointly and severally, as follows:

1. For compensatory damages;
2. For general damages;
3. For applicable penalties;
4. For injunctive relief on applicable causes of action;
5. For an award of interest, including prejudgment interest, at the legal rate;
6. For an award of attorneys' fees on the applicable causes of action;
7. For costs of suit incurred; and
8. For such other and further relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this matter on all matters triable to a jury.

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DATED: October 14, 2026

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