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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

RAYMOND BRESSON and ANNMARIE BRESSON, individuals, on behalf of themselves and all others similarly situated, and on behalf of the State of California and other aggrieved employees,

Plaintiffs,

vs.

VICTOR MARTINEZ AND ASSOCIATES INC. dba MARTINEZ & ASSOCIATES INC, a California Corporation; and DOES 1 to 50, inclusive,

Defendants.

CASE NO.: 26CU055007C

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES AND CIVIL PENALTIES

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201, 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
10. Violation of California Business & Professions Code § 17200, *et seq.*;

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11. Violation of California Labor Code § 2698, *et seq*. (Civil Penalties Under the Private Attorneys General Act).

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs RAYMOND BRESSON and ANNMARIE BRESSON ("Plaintiffs"), individually, and on behalf of other members of the general public similarly situated, and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and allege as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC and DOES 1 to 50, for violations of the California Labor Code, civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. ("PAGA"), and unfair business practices arising from Defendants' failure to pay all overtime and minimum wages owed, failure to provide compliant meal and rest periods, failure to timely pay wages during employment and upon separation from employment, failure to furnish accurate wage statements, failure to keep required payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiffs bring the First through Tenth Causes of Action individually and as a class action on behalf of themselves and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiffs bring the Eleventh Cause of Action as a representative action under PAGA to recover civil penalties owed to Plaintiffs, the State of California, and all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California during the relevant statutory period (the "PAGA Period") and who suffered the violations alleged herein (hereinafter referred to as the "Aggrieved Employees").

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JURISDICTION AND VENUE

4. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, *et seq*. The monetary damages, restitution, and civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Diego. Plaintiffs performed work for Defendants at El Cajon Mini Storage, located at 512 Raleigh Avenue, El Cajon, California 92020, in the County of San Diego. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of San Diego.

8. Plaintiffs are, and at all relevant times were, “aggrieved employees” within the meaning of California Labor Code section 2699(c)(1), in that each of them was employed by Defendants in California as an hourly-paid, non-exempt property manager and personally suffered each of the Labor Code violations alleged herein during the PAGA Period.

9. On August 10, 2026, Plaintiffs, through counsel, provided written notice by online electronic submission to the Labor and Workforce Development Agency (“LWDA”), and by U.S. Certified Mail to Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC, through its agent for service of process, of the specific

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provisions of the California Labor Code alleged to have been violated, together with the facts and theories supporting the alleged violations, in compliance with Labor Code section 2699.3(a)(1). Plaintiffs paid the filing fee required by Labor Code section 2699.3(a)(1)(B).

10. More than sixty-five (65) calendar days have passed since the postmark date of Plaintiffs' notice, and the LWDA has not provided notice of its intent to investigate the alleged violations within that period. Accordingly, pursuant to Labor Code section 2699.3(a)(2)(A), Plaintiffs have exhausted their administrative remedies and may commence this civil action to recover civil penalties under Labor Code section 2699 for the violations described in this Complaint.

PARTIES

11. Plaintiff RAYMOND BRESSON is an individual who performed work for Defendants within the State of California, including the County of San Diego.

12. Plaintiff ANNMARIE BRESSON is an individual who performed work for Defendants within the State of California, including the County of San Diego.

13. Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC, at all times herein mentioned, was and is, upon information and belief, a California Corporation and an employer whose employees are engaged throughout the State of California, including the County of San Diego.

14. At all relevant times, Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC was the "employer" of Plaintiffs within the meaning of all applicable California laws and statutes.

15. At all times herein relevant, Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC and DOES 1 to 50, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and/or assigns each of the other, and at all times relevant hereto, were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with

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the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

16. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 to 50, inclusive, are unknown to Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiffs and the Class as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

17. Defendant VICTOR MARTINEZ AND ASSOCIATES INC dba MARTINEZ & ASSOCIATES INC and DOES 1 to 50 will hereinafter collectively be referred to as "Defendants."

18. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the Class so as to make each of said Defendants' employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated and, thus, seek class certification under California Code of Civil Procedure section 382.

20. The proposed class is defined as follows:

> Class: All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

21. Plaintiffs reserve the right to establish additional subclasses as appropriate.

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22. The class is ascertainable, and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of the Class Members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the Class with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the Class. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the

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complaint anonymity that allows for the vindication of their rights.

23. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiffs and the Class to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the Class;

d. Whether Defendants deprived Plaintiffs and the Class of meal and/or rest periods or required Plaintiffs and the Class to work during meal and/or rest periods without compensation;

e. Whether Defendants failed to pay minimum wages to Plaintiffs and the Class for all hours worked;

f. Whether Defendants failed to pay all wages due to Plaintiffs and the Class within the required time upon their discharge or resignation;

g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the Class during their employment;

h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;

i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, inter alia, section 1174(d);

j. Whether Defendants failed to reimburse Plaintiffs and the Class for

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necessary business-related expenses and costs;

k. Whether Defendants' conduct was willful or reckless;

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

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiffs and the Class are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class Members, and the Aggrieved Employees as hourly-paid or non-exempt employees within the State of California, including the County of San Diego.

25. Defendants employed Plaintiff RAYMOND BRESSON as an hourly-paid, non-exempt property manager from approximately June 18, 2021, through approximately July 28, 2026, when his employment with Defendants ended, in the State of California, County of San Diego.

26. Defendants employed Plaintiff ANNMARIE BRESSON as an hourly-paid, non-exempt property manager from approximately June 9, 2021, through approximately July 29, 2026, when her employment with Defendants ended, in the State of California, County of San Diego.

27. Throughout their employment, Plaintiffs worked at El Cajon Mini Storage, located at 512 Raleigh Avenue, El Cajon, California 92020.

28. Defendants hired Plaintiffs, the Class Members, and the Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiffs, the Class Members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiffs', the Class Members', and the Aggrieved Employees' employment, and to supervise their daily employment

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activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs', the Class Members', and the Aggrieved Employees' employment for them to be joint employers of Plaintiffs, the Class Members, and the Aggrieved Employees.

31. Defendants directly hired and paid wages and benefits to Plaintiffs, the Class Members, and the Aggrieved Employees.

32. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

33. Plaintiffs, the Class Members, and the Aggrieved Employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs, the Class Members, and the Aggrieved Employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties. Among other things, Defendants required Plaintiffs and the Aggrieved Employees to remain available and responsive to tenants and customers during meal and rest periods, and Plaintiffs and the Aggrieved Employees were not relieved of all work duties and employer control during those periods.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants

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knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs', the Class Members', and the Aggrieved Employees' regular rate of pay when a meal period was missed, short, late, or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs', the Class Members', and the Aggrieved Employees' regular rate of pay when a meal period was missed, short, late, or interrupted.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs', the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs', the Class Members', and the Aggrieved Employees' regular rate of pay when a rest period was missed.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not receive all such wages owed to them at the time of their discharge or resignation.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the Class Members, and the Aggrieved Employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

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42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but they did not receive complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to include the actual gross wages earned (including wages owed for meal and rest period premiums, off-the-clock time, and unreimbursed expenses), the correct rates of pay, and the correct total hours worked.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs, the Class Members, and the Aggrieved Employees in accordance with California law, but they did not keep complete and accurate payroll records.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the Class Members, and the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, including the use of personal cell phones for work purposes, the use of personal vehicles for business mileage, and the purchase of materials and supplies needed for the properties, and that Plaintiffs, the Class Members, and the Aggrieved Employees were not reimbursed for these expenses.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs, the Class Members, and the Aggrieved Employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so and falsely represented to Plaintiffs, the Class Members, and the Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

46. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs, the Class Members, and the Aggrieved Employees for all overtime hours worked. Plaintiffs, the Class Members, and the Aggrieved Employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

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47. Throughout the relevant time period, Plaintiffs and the Aggrieved Employees were required to manually open the gates at the storage facility before they were able to clock in for their shifts, and were required to manually close the gates after they had already clocked out at the end of the day. This resulted in regular off-the-clock work for which Plaintiffs and the Aggrieved Employees were not compensated.

48. In addition, Defendants periodically hired extra laborers, including gig workers, to work on projects at night, and Defendants expected Plaintiffs and the Aggrieved Employees to oversee and assist with this work without being paid for the time spent doing so. This resulted in additional uncompensated off-the-clock work.

49. Defendants also failed to accurately record the actual time worked by Plaintiffs and the Aggrieved Employees, including time spent opening and closing gates and overseeing night laborers. Defendants knew of this off-the-clock work yet chose not to ensure that Plaintiffs and the Aggrieved Employees were compensated for all hours worked.

50. Defendants requested that Plaintiffs and the Aggrieved Employees not work overtime. If Plaintiffs and the Aggrieved Employees still had work to do once they reached eight (8) hours in a day or forty (40) hours in a week, they were instructed to clock out and continue performing work for Defendants. This was especially the case when Plaintiffs and the Aggrieved Employees needed to help a customer.

51. This uncompensated and underpaid time often resulted in the total number of hours worked by Plaintiffs and the Aggrieved Employees exceeding the daily and/or weekly thresholds for overtime wages, yet Defendants failed to pay Plaintiffs and the Aggrieved Employees the applicable overtime rates for these hours, and failed to pay them any wages, including at least minimum wage, for the off-the-clock time.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs, the Class Members, and the Aggrieved Employees. Although Plaintiffs and the Aggrieved Employees clocked out for their meal periods, they remained obligated to respond to tenants and customers who might contact them during that time, and were not relieved of all work duties and employer control as required by

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law. As a result, Plaintiffs and the Aggrieved Employees often continued to perform work during their recorded meal periods despite having clocked out.

53. Plaintiffs and the Aggrieved Employees likewise remained obligated to respond to tenants and customers during rest periods. Plaintiffs and the Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof, were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, and were not provided with a third uninterrupted, duty-free rest period after working more than ten (10) hours in a day. Plaintiffs and the Aggrieved Employees were not completely relieved of duty during their rest periods as required.

54. After Plaintiffs and the Aggrieved Employees were paid meal and rest period premiums for non-compliant meal and rest periods, Defendants' management threatened and discouraged them in an effort to prevent them from taking or reporting non-compliant meal and rest periods in the future, and to prevent them from receiving meal and rest period premiums going forward. As a result of this pressure, Plaintiffs and the Aggrieved Employees would clock out for meal periods but continue working, because they believed it was necessary to do so to avoid retaliation and because they remained obligated to respond to tenants.

55. Defendants' policies, practices, and procedures were responsible for the violations alleged above and prevented Plaintiffs and the Aggrieved Employees from taking timely, complete, and duty-free meal and rest periods because, among other reasons: (1) Defendants did not have legally compliant policies regarding the provision and timing of meal and rest periods or systematically disregarded their own purported meal and rest period policies; (2) Defendants' management at various levels failed and refused to implement and enforce legally compliant meal and rest period policies and practices; (3) Defendants failed to adequately inform and train Plaintiffs and the Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal and rest periods and their right to premium wages for non-compliant meal and rest periods; (4) Defendants threatened and discouraged Plaintiffs and the Aggrieved Employees from taking or reporting non-compliant meal and rest periods and

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from receiving meal and rest period premiums; (5) Defendants required Plaintiffs and the Aggrieved Employees to remain available and responsive to tenants and customers at all times, including during meal and rest periods; and (6) Defendants' policy and culture placed a priority on tenant responsiveness over employees' right to receive timely, uninterrupted, and duty-free meal and rest periods.

56. Plaintiffs and the Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period or rest period was not provided to them in compliance with California law.

57. During the relevant time period, Defendants failed to pay Plaintiffs, the Class Members, and the Aggrieved Employees at least minimum wages for all hours worked.

58. During the relevant time period, Defendants failed to pay Plaintiffs, the Class Members, and the Aggrieved Employees all wages owed to them upon discharge or resignation.

59. Specifically, as a result of Defendants' failure to pay proper overtime compensation, failure to accurately record all hours actually worked, and failure to reimburse necessary business expenses, Defendants failed to pay Plaintiffs, the Class Members, and the Aggrieved Employees all straight time wages, minimum wages, overtime compensation, meal period premiums, rest period premiums, and expense reimbursements owed to them upon the termination of their employment.

60. During the relevant time period, Defendants failed to pay Plaintiffs, the Class Members, and the Aggrieved Employees all wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

61. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs, the Class Members, and the Aggrieved Employees. As a result of the practices alleged above, the wage statements failed to include the actual gross wages earned (including wages owed for meal and rest period premiums, off-the-clock time, and unreimbursed expenses) and the correct rates of pay. In addition, the wage statements did not include the correct total hours worked, which made it confusing for Plaintiffs and the Aggrieved Employees to know how many hours they worked per pay period. Defendants'

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failure to provide accurate itemized wage statements was knowing and intentional.

62. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs, the Class Members, and the Aggrieved Employees, including records of their work periods, meal periods, total daily hours worked, and total hours worked per payroll period.

63. During the relevant time period, Defendants failed to reimburse Plaintiffs, the Class Members, and the Aggrieved Employees for all necessary business-related expenses and costs. Throughout their employment, Plaintiffs were required to use their personal cell phones to perform their job duties as property managers, including communicating with tenants, vendors, and Defendants. Plaintiffs complained to Defendants about the lack of reimbursement for this required cell phone use, but Defendants never reimbursed them for these expenses.

64. In addition, until approximately February 2026, Plaintiffs were required to use their personal vehicles to drive between properties and job sites in the course of their duties, without receiving any mileage reimbursement. It was not until approximately February 2026 that Defendants informed employees they could begin submitting mileage reimbursement requests, meaning Plaintiffs and the Aggrieved Employees went unreimbursed for necessary business mileage for the duration of their employment before that date.

65. Plaintiffs were also, on multiple occasions, required to pay out of pocket for materials and supplies needed for the properties, including sheet rock, and despite requesting reimbursement from Defendants for these expenditures, Plaintiffs were not reimbursed.

66. Plaintiffs are informed and believe, and based thereon allege, that the foregoing practices, including the off-the-clock work, the failure to pay overtime, the denial of compliant meal and rest periods, the failure to reimburse for required cell phone use, the failure to provide mileage reimbursement before approximately February 2026, and the failure to reimburse out-of-pocket materials expenses, were not unique to Plaintiffs but reflected uniform policies and practices applicable to the Class Members and the Aggrieved Employees generally.

67. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the Class Members, and the Aggrieved Employees pursuant to California law in order

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to increase Defendants' profits.

68. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against All Defendants)

69. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

70. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

71. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the Class who worked more than eight (8) hours in a day or forty (40) hours in a workweek at the rate of one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

72. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the Class overtime compensation at a rate of two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

73. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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74. During the relevant time period, Plaintiffs and the Class worked in excess of eight (8) hours in a day and/or forty (40) hours in a week, including as a result of the off-the-clock work alleged above.

75. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the Class.

76. Defendants' failure to pay Plaintiffs and the Class the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198.

77. Pursuant to California Labor Code section 1194, Plaintiffs and the Class are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

78. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

79. At all relevant times, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the Class Members' employment by Defendants.

80. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by the applicable IWC Wage Order.

81. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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82. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.

83. During the relevant time period, Plaintiffs and the Class regularly worked in excess of five (5) hours in a day and did not waive their legally mandated meal periods by mutual consent, but were not provided with timely, uninterrupted, duty-free meal periods of not less than thirty (30) minutes, as alleged above.

84. During the relevant time period, Defendants maintained a policy and practice of requiring Plaintiffs and the Class to remain available to respond to tenants and customers during their meal periods, resulting in meal periods that were regularly interrupted or worked through despite Plaintiffs and the Class having clocked out. Plaintiffs and the Class were not relieved of all work duties and employer control, in violation of the requirement that meal periods be duty-free.

85. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the Class to work during meal periods and failed to compensate them the full meal period premium for work performed during meal periods.

86. During the relevant time period, Defendants failed to pay Plaintiffs and the Class the full meal period premium due pursuant to California Labor Code section 226.7.

87. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

88. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the Class are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of compensation for each work day that a meal or rest period is not provided.

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THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

89. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

90. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the Class Members' employment by Defendants.

91. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

92. At all relevant times, the applicable IWC Wage Order provides that "[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" and that the "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," unless the total daily work time is less than three and one-half (3 ½) hours.

93. During the relevant time period, Defendants required Plaintiffs and Class to work four (4) or more hours without authorizing or permitting a ten (10) minute net rest period per each four (4) hour period worked.

94. During the relevant time period, Defendants maintained a policy and practice of requiring Plaintiffs and the Class to remain available to respond to tenants and customers throughout their shifts, including during rest periods, as a result of which Plaintiffs and the Class did not receive duty-free rest periods as required by law.

95. During the relevant time period, Defendants willfully required Plaintiffs and the Class to work during rest periods and failed to pay Plaintiffs and the Class the full rest period premium for work performed during rest periods.

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96. During the relevant time period, Defendants failed to pay Plaintiffs and the Class the full rest period premium due pursuant to California Labor Code section 226.7.

97. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

98. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the Class are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against All Defendants)

99. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

100. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

101. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the Class as required pursuant to California Labor Code sections 1194, 1197, and 1197.1, including by failing to pay any wages for the off-the-clock work alleged above.

102. Defendants' failure to pay Plaintiffs and the Class the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the Class are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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103. Pursuant to California Labor Code section 1197.1, Plaintiffs and the Class are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages and $250.00 for each subsequent failure to pay each employee minimum wages.

104. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

105. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the Class who are no longer employed by Defendants their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ.

108. Defendants' failure to pay Plaintiffs and the Class their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in violation of California Labor Code sections 201 and 202.

109. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then the wages of the employee shall

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continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than thirty (30) days.

110. Plaintiffs and the Class are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204

(Against All Defendants)

111. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

112. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed.

113. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth day of the following month.

114. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

115. During the relevant time period, because Defendants failed to pay Plaintiffs and the Class all wages earned, including overtime compensation, straight time wages, minimum wages, meal and rest period premiums, and expense reimbursements, Defendants intentionally and willfully failed to pay Plaintiffs and the Class all wages due to them within any time period permissible under California Labor Code section 204.

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116. Plaintiffs and the Class are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

117. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

118. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

119. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class with complete and accurate wage statements.

120. The wage statements Defendants provided to Plaintiffs and the Class were inaccurate as a result of the practices alleged above. Among other deficiencies, the wage statements failed to include the actual gross wages earned (including wages owed for meal and rest period premiums, off-the-clock time, and unreimbursed expenses), the correct rates of pay,

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and the correct total hours worked.

121. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

122. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

123. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a) or an aggregate penalty not exceeding $4,000 per employee.

124. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1174(d)

(Against All Defendants)

125. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

127. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the Class.

128. Specifically, Defendants failed to maintain accurate records of Plaintiffs' and the

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Class Members' work periods, meal periods, total daily hours worked, and total hours worked per payroll period.

129. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

130. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest in having available, accurate, and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

131. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

132. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

133. Plaintiffs and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including but not limited to the use of personal cell phones for work-related communications, the use of personal vehicles for business mileage before approximately February 2026, and out-of-pocket purchases of materials and supplies for the properties, such as sheet rock.

134. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class for all necessary business-related expenses and costs.

135. Plaintiffs and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the

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same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, *et seq*.

(Against All Defendants)

136. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

137. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' activities, as alleged herein, are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq*. A violation of California Business & Professions Code section 17200, *et seq*. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800, and 2802.

138. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

139. Plaintiffs and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of

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money and/or property.

140. Pursuant to California Business & Professions Code section 17200, *et seq*., Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint in this action, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and an award of costs.

ELEVENTH CAUSE OF ACTION

Civil Penalties Under the Private Attorneys General Act, Labor Code § 2698, *et seq*.

(Against All Defendants)

141. Plaintiffs incorporate by reference all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

142. Plaintiffs are "aggrieved employees" as defined by California Labor Code section 2699(c)(1) and have satisfied the notice and exhaustion requirements of California Labor Code section 2699.3, as alleged above.

143. Defendants required Plaintiffs and the Aggrieved Employees to perform work off the clock without compensation by requiring them to open the facility gates before clocking in, to close the gates after clocking out, to oversee and assist with night projects performed by extra laborers, and to clock out and continue working once they reached eight (8) hours in a day or forty (40) hours in a week, and failed to accurately record the actual time they worked. As a result, Plaintiffs and the Aggrieved Employees worked hours in excess of the daily and weekly overtime thresholds for which Defendants did not pay overtime at the required rates. Defendants' failure to pay legally required overtime wages to Plaintiffs and the Aggrieved Employees, as alleged above, violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order.

144. Defendants' failure to pay for all hours worked, including the off-the-clock time alleged above, resulted in Plaintiffs and the Aggrieved Employees not being paid at least minimum wage for all hours worked. Defendants' failure to pay legally required minimum wages to Plaintiffs and the Aggrieved Employees, as alleged above, violates California Labor

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Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order.

145. Defendants' failure to provide Plaintiffs and the Aggrieved Employees with timely, uninterrupted, duty-free meal periods of at least thirty (30) minutes, by requiring them to remain available and responsive to tenants and customers during meal periods, and Defendants' failure to pay them one additional hour of pay at their regular rate of compensation for each workday on which a compliant meal period was not provided, as alleged above, violates California Labor Code sections 226.7, 512(a), and 1198 and the applicable IWC Wage Order.

146. Defendants' failure to authorize and permit Plaintiffs and the Aggrieved Employees to take timely, uninterrupted, duty-free rest periods, by requiring them to remain available and responsive to tenants and customers during rest periods, and Defendants' failure to pay them one additional hour of pay at their regular rate of compensation for each workday on which a compliant rest period was not provided, as alleged above, violates California Labor Code sections 226.7 and 1198 and the applicable IWC Wage Order.

147. Defendants' failure to pay Plaintiffs and the Aggrieved Employees all wages due to them within the time required during their employment, as alleged above, violates California Labor Code section 204.

148. Defendants' failure to furnish complete and accurate itemized wage statements to Plaintiffs and the Aggrieved Employees, including wage statements that failed to show the actual gross wages earned, the correct rates of pay, and the correct total hours worked, as alleged above, violates California Labor Code section 226(a).

149. Defendants' failure to keep complete and accurate payroll records showing the work periods, meal periods, total daily hours worked, and total hours worked per payroll period by, and the wages paid to, Plaintiffs and the Aggrieved Employees, as alleged above, violates California Labor Code section 1174(d).

150. Defendants' failure to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenditures, including the use of personal cell phones for work-related communications, the use of personal vehicles for business mileage before approximately February 2026, and out-of-pocket purchases of materials and supplies for the properties, as

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alleged above, violates California Labor Code sections 2800 and 2802 and the applicable IWC Wage Order.

151. Defendants' failure to pay all wages due to Plaintiffs and the Aggrieved Employees within the time required upon the end of their employment, as alleged above, violates California Labor Code sections 201, 202, and 203.

152. Plaintiffs, individually and on behalf of the State of California and the Aggrieved Employees, are entitled to recover civil penalties pursuant to California Labor Code sections 2699(a) and (f), including default penalties, and penalties under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 1199 and the penalty provisions of the applicable IWC Wage Order, for each of the violations described above, in an amount to be shown according to proof at trial.

153. Defendants' conduct giving rise to the violations alleged above was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

154. Plaintiffs also seek injunctive relief to ensure Defendants' compliance with the California Labor Code provisions alleged above.

155. Pursuant to California Labor Code section 2699(m), of any civil penalties recovered in this action, sixty-five percent (65%) shall be distributed to the Labor and Workforce Development Agency and thirty-five percent (35%) shall be distributed among the Aggrieved Employees.

156. Plaintiffs, as prevailing employees under PAGA, are entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(k).

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California and the Aggrieved Employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

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Class Certification

1. That this action be certified as a class action;

2. That Plaintiffs be appointed as the representatives of the Class;

3. That counsel for Plaintiffs be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the Class;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the Class;

11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

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14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the Class;

18. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

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California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the Class no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the Class who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the Class;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders

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as to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the Class as required by California Labor Code section 1174(d);

45. For actual, consequential, and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential, and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code section 17200, et seq. by failing to provide Plaintiffs and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class,

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failing to timely pay Plaintiffs' and the Class Members' wages, failing to provide Plaintiffs and the Class with complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse Plaintiffs and the Class for necessary business-related expenses and costs;

54. For restitution of unpaid wages to Plaintiffs and all the Class and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violating California Business and Professions Code section 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section pursuant to California Business and Professions Code section 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510, 1198, 1194, 1197, 1197.1, 226.7, 512(a), 204, 226(a), 1174(d), 2800, 2802, 201, 202, and 203, and the applicable IWC Wage Order, as to Plaintiffs and the Aggrieved Employees;

60. For civil penalties pursuant to California Labor Code sections 2699(a) and (f), including default penalties, and penalties under California Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 1199 and the penalty provisions of the applicable IWC Wage Order, in an amount to be shown according to proof at trial;

61. For injunctive relief to ensure Defendants' compliance with the California Labor Code provisions alleged above;

62. For an order directing that sixty-five percent (65%) of any civil penalties recovered be distributed to the Labor and Workforce Development Agency and thirty-five

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percent (35%) be distributed among the Aggrieved Employees, pursuant to California Labor Code section 2699(m);

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699(k); and

64. For such other and further relief as the Court may deem just and proper.

Dated: October 15, 2026

MORGAN & MORGAN CALIFORNIA LLP

By: _____

Michael A. Sigall
Attorneys for Plaintiffs, the Putative Class, and Aggrieved Employees

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