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ELISEO MARQUEZ RODRIGUEZ, and all others similarly situated
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FILED
SUPERIOR COURT SAN JOAQUIN
2026 OCT 26 P 12:30
STEPHANIE BOHRER, CLERK
BY DANIELLE JEANDEBIEN
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN
(UNLIMITED JURISDICTION)

ELISEO MARQUEZ RODRIGUEZ, on behalf of himself and all others similarly situated, and the general public, and as an "aggrieved employee" on behalf of other "aggrieved employees" and the State of California under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

GC MACHINING, INC., a California corporation; GEORGE CRUZ, a natural person; and DOES 1–50, inclusive,

Defendants.

Case No. STK-CV-UOE-2026-0012763

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

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

JURY TRIAL DEMANDED

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Plaintiff, Eliseo Marquez Rodriguez (hereafter "Plaintiff" or "Marquez Rodriguez"), on behalf of himself and all others similarly situated, and as an "aggrieved employee" on behalf of other "aggrieved employees" and the State of California under the Labor Code Private Attorneys General Act of 2004, complains and alleges as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action for alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 1-2001 (hereafter "the Wage Order"), and the California Business and Professions Code against Defendants GC Machining, Inc., a California corporation, George Cruz, a natural person, and Does 1 through 50, inclusive (collectively "Defendants").

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

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

(B) Provide all meal periods;

(C) Authorize and permit all rest breaks;

(D) Pay premium wages for unprovided meal periods;

(E) Pay premium wages for unprovided rest breaks;

(F) Indemnify for necessary work-related expenditures;

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

(H) Timely pay wages upon termination of employment;

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

II. THE PARTIES

3. Plaintiff Eliseo Marquez Rodriguez is a resident of California. At all relevant times, Plaintiff was an "employee" within the meaning of Title 8 California Code of Regulations

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§ 11050 and an "aggrieved employee" within the meaning of Labor Code § 2699 (c).

4. Defendant GC Machining, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff's information and belief.

5. Defendant George Cruz is a natural person and a resident of California based on Plaintiff's information and belief.

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

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

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

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

III. CLASS ALLEGATIONS

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

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

11. **Class Definition:** The Class is defined as follows: All persons Defendants employed in California as hourly, non-exempt employees, including machine operators, CNC mill machinists, mill machinists, machine operators, individuals performing work comparable to the aforementioned, compensated comparably to the aforementioned, and individuals in similar positions, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action ("Class" or "Class Members").

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

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

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

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

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

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

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

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

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

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

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

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

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

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

18. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of Class Members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and

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obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

IV. STATEMENT OF FACTS

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

> any industry, business, or establishment operated for the purpose of preparing, producing, making, altering, repairing, finishing, processing, inspecting, handling, assembling, wrapping, bottling, or packaging goods, articles, or commodities, in whole or in part; EXCEPT when such activities are covered by Orders in the: Canning, Preserving, and Freezing Industry; Industries Handling Products After Harvest; Industries Preparing Agricultural Products for Market, on the Farm; or Motion Picture Industry.

Wage Order, § 2(H). At all relevant times during the applicable limitations period, the Defendants, Marquez Rodriguez, and all of the Class Members were covered by the Wage Order because Marquez Rodriguez and all of the Class Members worked for the Defendants in manufacturing occupations. Accordingly, Marquez Rodriguez and all of the other Class Members are entitled to the protections the Wage Order provides.

20. On approximately May 1, 2022, the Defendants began to employ Marquez Rodriguez in Stockton in the position of hourly, non-exempt machine operators. The Defendants continuously employed him in that capacity until on or about January 30, 2026, when his employment ended.

21. At all relevant times, the Defendants issued wages to Marquez Rodriguez and all of the other Class Members on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the Defendants classified Marquez Rodriguez and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

22. At all relevant times, the Defendants failed to compensate Marquez Rodriguez and all of the other Class Members for all hours worked at the applicable minimum or regular rates of

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pay. The Defendants required Marquez Rodriguez and the other Class Members to clock out for each of their meal periods. However, the Defendants also required Marquez Rodriguez and the Class Members to monitor their phones at all times during meal periods and to return to work promptly to complete work tasks or answer questions if called during their unpaid meals. The Defendants failed to pay Marquez Rodriguez and the Class Members minimum and regular wages for their time spent on duty, under employer control, and working during these unpaid meal periods. The Defendants also required Marquez Rodriguez and the Class Members to perform work tasks, such as cutting metal or cleaning work stations, upon request after clocking out. The Defendants did not compensate Marquez Rodriguez or the other Class Members for their time worked while clocked out at the end of their shifts.

23. At all relevant times, the Defendants failed to compensate Marquez Rodriguez and all of the other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants expected Marquez Rodriguez and the other Class Members to work for up to eleven hours each day, remaining on site and working for up to three hours at the end of their scheduled shifts. However, the Defendants only paid Marquez Rodriguez and the Class Members overtime wages once they had worked forty (40) hours in the employer's set work week ("weekly overtime"), instead of their hours worked past eight hours in one day ("daily overtime"). California law requires that the Defendants pay Marquez Rodriguez and the Class Members the higher of either daily or weekly overtime. In this way, the Defendants frequently failed to pay Marquez Rodriguez and all of the other Class Members all overtime wages owed for all correctly calculated overtime hours worked.

24. At all relevant times, the Defendants failed to provide Marquez Rodriguez and all of the other Class Members with all timely 30-minute, off-duty meal periods. The Defendants expected and required Marquez Rodriguez and the Class Members to clock out for unpaid, 30-minute meal periods. However, the Defendants also required Marquez Rodriguez and the other Class Members to monitor their personal mobile phones at all times and to respond to work texts and calls immediately during their meal periods. The Defendants often called Marquez Rodriguez

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and the Class Members back from their lunches to complete work tasks, interrupting their mandated meal periods. Furthermore, the Defendants assigned and oversaw a volume of work which made it impossible for Marquez Rodriguez and the Class Members to consistently begin meal breaks before the end of their fifth hour of work. Finally, the Defendants did not permit Marquez Rodriguez and the other Class Members to take a second, 30-minute off duty meal period on days during which Marquez Rodriguez and the Class Members worked in excess of ten hours. The Defendants also failed to pay premium wages for days on which they failed to provide Marquez Rodriguez and all of the other Class Members with all timely, off-duty meal periods as required by law.

25. At all relevant times, the Defendants failed to authorize and permit Marquez Rodriguez and all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or major fraction thereof. The Defendants prevented Marquez Rodriguez and the other Class Members from taking timely, off-duty rest breaks, as required by California law. The Defendants assigned and oversaw a volume of work that prevented Marquez Rodriguez and the Class Members from taking rest breaks at any time. The Defendants also did not pay rest break premium wages for days on which they did not authorize or permit Marquez Rodriguez and the other Class Members from taking one or more 10-minute, off-duty rest breaks.

26. At all relevant times, the Defendants required Marquez Rodriguez and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Marquez Rodriguez and the Class Members to supply their own tools, protective equipment, mobile phones, and associated telecom services; the cost of these work-related expenditures was significant. Specifically, the Defendants required Marquez Rodriguez and the Class Members to use personal cell phones every day to answer work calls, texts, and even send photographs of projects. For tools and equipment, the Defendants required and expected Marquez Rodriguez and the other Class Members to supply many of the tools necessary to complete their work, including but not limited to: Hammers, drills, drill bits, screwdrivers, tape measures, flashlights, levels, wire strippers, calipers, micrometers, locking pins, open-end wrenches, and protective gloves. The Defendants did not reimburse Marquez Rodriguez and the

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Class Members for the purchase of any of these phones, services, tools, or equipment. The Defendants also did not reimburse Marquez Rodriguez and the other Class Members for the maintenance or replacement of any of the listed tools and equipment as a result of regular use, wear, and tear.

27. At all relevant times, the Defendants failed to issue to Marquez Rodriguez and all of the other Class Members complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on the wage statements they issued to Marquez Rodriguez and all of the other Class Members the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hours worked at each rate of pay, and related information.

28. At all relevant times, the Defendants also failed to timely pay Marquez Rodriguez and all of the other Class Members all earned wages as described above during and at the conclusion of employment.

29. At all relevant times, the Defendants failed to maintain accurate employee records of Marquez Rodriguez and all of the other Class Members.

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

A. Not provided with all off duty meal periods;

B. Not authorized and permitted to take all rest break periods;

C. Not paid one hour's pay for each workday in which Defendants failed to authorize and permit them to take one or more timely rest periods;

D. Not paid one hour's pay for each workday in which Defendants failed to provide them with one or more timely meal periods;

E. Not paid all wages earned, including, but not limited to, minimum, regular, and overtime wages for work performed and/or while under employer control;

F. Not indemnified for all necessary business expenditures incurred during

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the discharge of their duties;

G. Not provided with accurate and complete wage statements; and

H. Not timely paid all earned and unpaid wages at the time their employment ended.

FIRST CAUSE OF ACTION

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

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

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

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

32. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

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

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

34. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1 & 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

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(a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

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

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

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

36. Labor Code section 510 states:

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

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

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

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during a payroll period.

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

40. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

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

42. At all relevant times, the Defendants failed to compensate Marquez Rodriguez and all of the other Class Members for all hours worked at the applicable minimum or regular rates of pay. The Defendants required Marquez Rodriguez and the other Class Members to clock out for each of their meal periods. However, the Defendants also required Marquez Rodriguez and the Class Members to monitor their phones at all times during meal periods and to return to work promptly to complete work tasks or answer questions if called during their unpaid meals. The Defendants failed to pay Marquez Rodriguez and the Class Members minimum and regular wages for their time spent on duty, under employer control, and working during these unpaid meal periods. The Defendants also required Marquez Rodriguez and the Class Members to perform work tasks, such as cutting metal or cleaning work stations, upon request after clocking out. The Defendants did not compensate Marquez Rodriguez or the other Class Members for their time worked while clocked out at the end of their shifts.

43. At all relevant times, the Defendants failed to compensate Marquez Rodriguez and all of the other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants expected Marquez Rodriguez and the other Class Members to work for up to eleven

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hours each day, remaining on site and working for up to three hours at the end of their scheduled shifts. However, the Defendants only paid Marquez Rodriguez and the Class Members overtime wages once they had worked forty (40) hours in the employer's set work week ("weekly overtime"), instead of their hours worked past eight hours in one day ("daily overtime"). California law requires that the Defendants pay Marquez Rodriguez and the Class Members the higher of either daily or weekly overtime. In this way, the Defendants frequently failed to pay Marquez Rodriguez and all of the other Class Members all overtime wages owed for all correctly calculated overtime hours worked.

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

B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

45. In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above.

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On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7 and 512

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

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

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

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

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

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

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

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

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Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. (See Labor Code Section 512.)

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (See Labor Code Section 512.)

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to and complies with Labor Code Section 512.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

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

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

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety

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> and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

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

53. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants expected and required Marquez Rodriguez and the Class Members to clock out for unpaid, 30-minute meal periods. However, the Defendants also required Marquez Rodriguez and the other Class Members to monitor their personal mobile phones at all times and to respond to work texts and calls immediately during their meal periods. The Defendants often called Marquez Rodriguez and the Class Members back from their lunches to complete work tasks, interrupting their mandated meal periods. Furthermore, the Defendants assigned and oversaw a volume of work which made it impossible for Marquez Rodriguez and the Class Members to consistently begin meal breaks before the end of their fifth hour of work. Finally, the Defendants did not permit Marquez Rodriguez and the other Class Members to take a second, 30-minute off duty meal period on days during which Marquez Rodriguez and the Class Members worked in excess of ten hours. The Defendants did not pay meal period premium wages for days on which they did not allow Marquez Rodriguez and the Class Members to take one or more timely, off-duty 30-minute meal periods.

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

55. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages

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owed for all meal periods not provided to them.

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

A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

57. In relevant part, Labor Code section 558.1 states:

> (c) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (d) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

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THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

Lab. Code §§ 226.7 and 1198

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

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

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

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

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

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

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

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

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

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

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

65. At all relevant times, the Defendants failed to authorize and permit Marquez Rodriguez and all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or major fraction thereof. The Defendants prevented Marquez Rodriguez and the other Class Members from taking timely, off-duty rest breaks, as required by California law. The Defendants assigned and oversaw a volume of work that prevented Marquez Rodriguez and the Class Members from taking rest breaks at any time. The Defendants also did not pay rest break premium wages for days on which they did not authorize or permit Marquez Rodriguez and the other Class Members from taking one or more 10-minute, off-duty rest breaks.

66. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed to authorize and permit them to take 10-minute rest periods every four hours worked or major fraction thereof.

67. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and

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

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

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

A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

70. In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of

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unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

Lab. Code §§ 1198 and 2802

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

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

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

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

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

75. As described above, the Defendants required Marquez Rodriguez and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Marquez Rodriguez and the Class Members to supply their own tools, protective equipment, mobile phones, and associated telecom services; The cost of these work-related expenditures was significant. Specifically, the Defendants required Marquez Rodriguez and the Class Members to use personal cell phones every day to answer work calls, texts, and even send photographs of projects. For tools and equipment, the Defendants required and expected Marquez Rodriguez and the other Class Members to supply many of the tools necessary to complete their work, including but not limited to: Hammers, drills, screwdrivers, tape measures, flashlights, levels, wire strippers, calipers, micrometers, locking pins, open-end wrenches, and protective gloves. The Defendants did not reimburse Marquez Rodriguez and the Class Members for the purchase of any of these phones, services, tools, or equipment. The Defendants also did not reimburse Marquez Rodriguez and the other Class Members for the

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maintenance or replacement of any of the listed tools and equipment as a result of regular use, wear, and tear.

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

A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

77. In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

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FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code § 226

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

A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

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

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

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

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

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

E. Net wages earned;

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

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

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

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

80. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury

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

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

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

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

D. The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and

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

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

82. As alleged herein, at all relevant times during the applicable limitations period, Defendants violated California Labor Code section 226 because they did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code section 226. Defendants failed to state in the wage statements they issued to Plaintiff and the other Class Members all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). Defendants knowingly and intentionally did not issue either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class

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Members that state all minimum wages earned, all regular wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hours worked at each rate of pay, and related information.

83. Defendants' failure to provide Plaintiff and the other Class Members with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements but intentionally provided wage statements that Defendants knew were not accurate.

84. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code section 226(a).

B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

85. In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

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At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

Lab. Code §§ 201, 202, and 203

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

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

87. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201, 202, and 203, and the Wage Order.

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

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

90. The Defendants failed to pay Marquez Rodriguez and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Marquez Rodriguez, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. Additionally, the Defendants failed to timely issue to Marquez

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Rodriguez and all of the other Class members whose employment ended their final paychecks.

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

92. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

93. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE

94. In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

95. At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or

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working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Marquez Rodriguez seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against George Cruz that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Bus. & Prof. Code §§ 17200, *et seq.*

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

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

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

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

99. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, missed meal period premium wages, missed rest period premium wages, reimbursement for expenses incurred in the performance of their duties, and comparable money and property.

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

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

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

Lab.Code §§ 2698, *et seq.*

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

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

103. The "Aggrieved Employees" are all members of the Class defined above who Defendants employed during the period beginning August 10, 2025, and ending on the date that final judgment is entered in this action.

104. Labor Code § 204 states

> (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. …
>
> (b) (1) Notwithstanding any other provision of this section, 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.
>
> (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.
>
> (c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

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

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

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

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

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

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

C. For violations of California Labor Code §§ 510 and 512, fifty dollars ($50.00) for each aggrieved employee for each initial violation for pay period for which the

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employee was underpaid and one hundred dollars ($100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code § 558).

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

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

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

108. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter, dated August 10, 2026, Plaintiff filed written notice online with the Labor and Workforce Development Agency ("LWDA") and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA, dated August 10, 2026, is attached as **Exhibit A**. Plaintiff submitted his LWDA notice with a fee in the amount of $75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate these allegations.

109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in

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connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

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

A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages, including minimum, regular, overtime, missed meal period, and missed rest period wages;

E. Liquidated damages;

F. Statutory penalties, including waiting time penalties;

G. Civil penalties;

H. Restitution;

I. Declaratory relief;

J. Actual damages;

K. Pre-judgment interest;

L. Costs of suit;

M. Reasonable attorneys' fees; and

N. Such other relief as the Court deems just and proper.

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VI. DEMAND FOR JURY TRIAL

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

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: October 23, 2026

By: David Spivak

DAVID G. SPIVAK
JULIA R. McCOY
Attorneys for Plaintiff(s), ELISEO MARQUEZ RODRIGUEZ, and all others similarly situated

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EXHIBIT A

THE SPIVAK LAW FIRM
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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

August 10, 2026

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

Re: Eliseo Marquez Rodriguez / GC Machining

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Eliseo Marquez Rodriguez (hereafter "Marquez Rodriguez") provides notice that GC Machining, Inc., a California corporation, and related entities (collectively "the GC Machining Employers" or "the Employers") violated his rights and those of all other individuals the GC Machining Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, including machine operators, CNC mill machinists, mill machinists, machine operators, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the "Aggrieved Employees") under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1174, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Marquez Rodriguez hereby provides this notice to the Labor and Workforce Development Agency and the GC Machining Employers and their agents and representatives.

At all relevant times, the GC Machining Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies throughout California. Marquez Rodriguez and all of the other Aggrieved Employees are "employees" within the meaning of Industrial Welfare Commission Order No. 1-2001 (hereafter "the Wage Order") section 2, subdivision (E) and "Aggrieved Employees" within the meaning of Labor Code section 2699(c).

///

Statement of Facts

On approximately May 1, 2022, the GC Machining Employers began to employ Marquez Rodriguez in Stockton in the position of hourly, non-exempt machine operator. The GC Machining Employers continuously employed him in that capacity until on or about January 30, 2026 when his employment ended.

At all relevant times, the GC Machining Employers issued wages to Marquez Rodriguez and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the GC Machining Employers classified Marquez Rodriguez and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The GC Machining Employers failed to compensate Marquez Rodriguez and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The GC Machining Employers required Marquez Rodriguez and the other Aggrieved Employees to clock out for each of their meal periods. However, the GC Machining Employers also required Marquez Rodriguez and the Aggrieved Employees to monitor their phones at all times during meal periods and to return to work promptly to complete work tasks or answer questions if called during their unpaid meals. The GC Machining Employers failed to pay Marquez Rodriguez and the Aggrieved Employees minimum and regular wages for their time spent on duty, under employer control, and working during these unpaid meal periods. The GC Machining Employers also required Marquez Rodriguez and the Aggrieved Employees to perform work tasks, such as cutting metal or cleaning work stations, upon request after clocking out. The GC Machining Employers did not compensate Marquez Rodriguez or the other Aggrieved Employees for their time worked while clocked out at the end of their shifts.

The GC Machining Employers failed to compensate Marquez Rodriguez and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The GC Machining Employers expected Marquez Rodriguez and the other Aggrieved Employees to work for up to eleven hours each day, remaining on site and working for up to three hours at the end of their scheduled shifts. However, the GC Machining Employers only paid Marquez Rodriguez and the Aggrieved Employees overtime wages once they had worked forty (40) hours in the employer's set work week ("weekly overtime"), instead of their hours worked past eight hours in one day ("daily

overtime"). California law requires that the GC Machining Employers pay Marquez Rodriguez and the Aggrieved Employees the higher of either daily or weekly overtime. In this way, the GC Machining Employers frequently failed to pay Marquez Rodriguez and all of the other Aggrieved Employees all overtime wages owed for all correctly-calculated overtime hours worked.

At all relevant times, the GC Machining Employers failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The GC Machining Employers expected and required Marquez Rodriguez and the Aggrieved Employees to clock out for unpaid, 30-minute meal periods. However, the GC Machining Employers also required Marquez Rodriguez and the other Aggrieved Employees to monitor their personal mobile phones at all times and to respond to work texts and calls immediately during their meal periods. The GC Machining Employers often called Marquez Rodriguez and the Aggrieved Employees back from their lunches to complete work tasks, interrupting their mandated meal periods. Furthermore, the GC Machining Employers assigned and oversaw a volume of work which made it impossible for Marquez Rodriguez and the Aggrieved Employees to consistently begin meal breaks before the end of their fifth hour of work. Finally, the GC Machining Employers did not permit Marquez Rodriguez and the other Aggrieved Employees to take a second, 30-minute off duty meal period on days during which Marquez Rodriguez and the Aggrieved Employees worked in excess of ten hours. The GC Machining Employers also failed to pay premium wages for days on which they failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the GC Machining Employers failed to authorize and permit Marquez Rodriguez and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major fraction thereof. The GC Machining Employers prevented Marquez Rodriguez and the other Aggrieved Employees from taking timely, off-duty rest breaks, as required by California law. The GC Machining Employers assigned and oversaw a volume of work that prevented Marquez Rodriguez and the Aggrieved Employees from taking rest breaks at any time. The GC Machining Employers also failed to pay premium wages for days on which they failed to authorize and permit Marquez Rodriguez and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the GC Machining Employers required Marquez Rodriguez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The GC Machining Employers required Marquez Rodriguez and the Aggrieved Employees to supply their own tools, protective equipment, mobile phones, and associated telecom services. Specifically, the GC Machining Employers required Marquez Rodriguez and the Aggrieved Employees to use personal cell phones every day to answer work calls, texts, and even send photographs of projects. For tools and equipment, the GC Machining Employers required and expected Marquez Rodriguez and the other Aggrieved Employees to supply many of the tools necessary to complete their work, including but not limited to: Hammers, screwdrivers, tape measures, flashlights, levels, wire strippers, calipers, micrometers, locking pins, open-end wrenches, and protective gloves. The GC Machining Employers did not reimburse Marquez Rodriguez and the Aggrieved Employees for the purchase of any of these phones, services, tools, or equipment. The GC Machining Employers also did not reimburse Marquez Rodriguez and the other Aggrieved Employees for the maintenance or replacement of any of the listed tools and equipment as a result of regular use, wear, and tear.

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

The GC Machining Employers also failed to timely pay Marquez Rodriguez and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The GC Machining Employers failed to maintain accurate employee records of Marquez Rodriguez and all of the other Aggrieved Employees.

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

(a) The GC Machining Employers failed to pay Marquez Rodriguez and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, and overtime wages;

(b) The GC Machining Employers failed to provide Marquez Rodriguez and all of the other Aggrieved Employees all meal periods in compliance with California law;

(c) The GC Machining Employers failed to authorize and permit Marquez Rodriguez and all of the other Aggrieved Employees to take rest breaks in compliance with California law;

(d) The GC Machining Employers failed to compensate Marquez Rodriguez and all of the other Aggrieved Employees at one hour's pay for each day in which the GC Machining Employers failed to provide them with one or more meal periods as required by law;

(e) The GC Machining Employers failed to compensate Marquez Rodriguez and all of the other Aggrieved Employees at one hour's pay for each day in which the GC Machining Employers failed to authorize and permit them to take one or more rest breaks as required by law;

(f) The GC Machining Employers failed to reimburse Marquez Rodriguez and all of the other Aggrieved Employees for necessary business expenditures they incurred in direct consequence of the discharge of their duties;

(g) The GC Machining Employers knowingly and intentionally failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with accurate wage statements;

(h) The GC Machining Employers willfully failed to timely pay Marquez Rodriguez and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the GC Machining Employers and when their employment ended;

(i) The GC Machining Employers failed to maintain accurate employment records pertaining to Marquez Rodriguez and all of the other Aggrieved Employees.

Accordingly, Marquez Rodriguez now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the GC Machining Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

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

> any industry, business, or establishment operated for the purpose of preparing, producing, making, altering, repairing, finishing, processing, inspecting, handling, assembling, wrapping, bottling, or packaging goods, articles, or commodities, in whole or in part; EXCEPT when such activities are covered by Orders in the: Canning, Preserving, and Freezing Industry; Industries Handling Products After Harvest; Industries Preparing Agricultural Products for Market, on the Farm; or Motion Picture Industry.

Wage Order, § 2(H). At all relevant times during the applicable limitations period, the GC Machining Employers, Marquez Rodriguez, and all of the Aggrieved Employees were covered by the Wage Order because Marquez Rodriguez and all of the Aggrieved Employees worked for the GC Machining Employers in manufacturing occupations. Accordingly, Marquez Rodriguez and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

///

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

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

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

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

In relevant part, Labor Code section 1194 states:

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

In relevant part, Labor Code section 510 states:

> Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

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

> The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1 & 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
>
> (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

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

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The GC Machining Employers required Marquez Rodriguez and the other Aggrieved Employees to clock out for each of their meal periods. However, they also required Marquez Rodriguez and the Aggrieved Employees to monitor their phones at all times

during meal periods and to return to work promptly to complete work tasks or answer questions if called during their unpaid meals. The GC Machining Employers failed to pay Marquez Rodriguez and the Aggrieved Employees minimum and regular wages for their time spent on duty, under employer control, and working during these unpaid meal periods. The GC Machining Employers also required Marquez Rodriguez and the Aggrieved Employees to perform work tasks, such as cutting metal or cleaning work stations, upon request after clocking out. The GC Machining Employers did not compensate Marquez Rodriguez or the other Aggrieved Employees for their time worked while clocked out at the end of their shifts.

The GC Machining Employers expected Marquez Rodriguez and the other Aggrieved Employees to work for up to eleven hours each day, remaining on site and working for up to three hours at the end of their scheduled shifts. However, the GC Machining Employers only paid Marquez Rodriguez and the Aggrieved Employees overtime wages once they had worked forty (40) hours in the employer's set work week ("weekly overtime"), instead of their hours worked past eight hours in one day ("daily overtime"). California law requires that the GC Machining Employers pay Marquez Rodriguez and the Aggrieved Employees the higher of either daily or weekly overtime. In this way, the GC Machining Employers frequently failed to pay Marquez Rodriguez and all of the other Aggrieved Employees all overtime wages owed for all correctly-calculated overtime hours worked.

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

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

1. $50 for each aggrieved employee for each initial violation of Labor Code § 510, and $100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);

2. $100 for each aggrieved employee for each initial violation of Labor Code § 1194, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));

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

4. $100 for each aggrieved employee for each initial violation of Labor Code § 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

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

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

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

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

In relevant part, Labor Code section 512 states:

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

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

> Meal Periods:
>
> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. (See Labor Code Section 512.)
>
> (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (See Labor Code Section 512.)
>
> (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal

> period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to and complies with Labor Code Section 512.
>
> (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

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

At all relevant times, the GC Machining Employers failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with all timely meal periods. The GC Machining Employers denied Marquez Rodriguez and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The GC Machining Employers expected and required Marquez Rodriguez and the Aggrieved Employees to clock out for unpaid, 30-minute meal periods. However, the GC Machining Employers also required Marquez Rodriguez and the other Aggrieved Employees to monitor their personal mobile phones at all times and to respond to work

texts and calls immediately during their meal periods. The GC Machining Employers often called Marquez Rodriguez and the Aggrieved Employees back from their lunches to complete work tasks, interrupting their mandated meal periods. Furthermore, the GC Machining Employers assigned and oversaw a volume of work which made it impossible for Marquez Rodriguez and the Aggrieved Employees to consistently begin meal breaks before the end of their fifth hour of work. Finally, the GC Machining Employers did not permit Marquez Rodriguez and the other Aggrieved Employees to take a second, 30-minute off duty meal period on days during which Marquez Rodriguez and the Aggrieved Employees worked in excess of ten hours. Furthermore, the GC Machining Employers failed to pay premium wages for days on which they failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with timely meal periods. Accordingly, Marquez Rodriguez now seeks civil penalties for these Labor Code violations that the GC Machining Employers have committed against him and all of the other Aggrieved Employees as follows:

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

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

3. $100 for each aggrieved employee for each initial violation of Labor Code section 1198, and $200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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

Section 2(G) of the Wage Order states,

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

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

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

> Rest Periods:
>
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

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

The GC Machining Employers failed to authorize and permit Marquez Rodriguez and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The GC Machining Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The GC Machining Employers prevented Marquez Rodriguez and the other Aggrieved Employees from taking timely, off-duty rest breaks, as required by California law. The GC Machining Employers assigned and oversaw a volume of work that prevented Marquez Rodriguez and the Aggrieved Employees from taking rest breaks at any time. Moreover, the GC Machining Employers failed to pay Marquez Rodriguez and all of the other Aggrieved Employees premium wages on workdays the GC Machining Employers failed to provide Marquez Rodriguez and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Marquez Rodriguez now seeks civil penalties for these Labor Code violations that the GC Machining Employers have committed against him and all of the other Aggrieved Employees as follows:

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

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

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

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

Additionally, the Wage Order states,

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

…

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, §§ 9(A) and (B).

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

As described above, the GC Machining Employers required Marquez Rodriguez and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The GC Machining Employers required Marquez Rodriguez and the Aggrieved Employees to supply their own tools, protective equipment, mobile phones, and associated telecom services. Specifically, the GC Machining Employers required Marquez Rodriguez and the Aggrieved Employees to use personal cell phones every day to answer work calls, texts, and even send photographs of projects. For tools and equipment, the GC Machining Employers required and expected Marquez Rodriguez and the other Aggrieved Employees to supply many of the tools necessary to complete their work, including but not limited to: Hammers, screwdrivers, tape measures, flashlights, levels, wire strippers, calipers, micrometers, locking pins, open-end wrenches, and protective gloves. The GC Machining Employers did not reimburse Marquez Rodriguez and the Aggrieved Employees for the purchase of any of these phones, services, tools, or equipment. The GC Machining Employers also did not reimburse Marquez Rodriguez and the other Aggrieved Employees for the maintenance or replacement of any of the listed tools and equipment as a result of regular use, wear, and tear. Accordingly, Marquez Rodriguez seeks civil penalties for these Labor Code violations that the GC Machining Employers have committed against him and all of the other Aggrieved Employees as follows:

1. $100 for each aggrieved employee for each initial violation of Labor Code section 2802, and $200 for each aggrieved employee for each subsequent

violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

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

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

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

1. Gross wages earned;

2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

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

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

5. Net wages earned;

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

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

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

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

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

Labor Code § 2699(f)(2)(A) states:

(i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars ($25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars ($25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the

employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

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

Accordingly, Marquez Rodriguez seeks civil penalties for the Labor Code violations that the GC Machining Employers have committed against Marquez Rodriguez and all of the other Aggrieved Employees as follows:

(1) $250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and $1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);

(2) Alternatively, one hundred dollars ($100) for each aggrieved employee per pay period;

(3) Alternatively, twenty-five dollars ($25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and

(4) Alternatively, fifty dollars ($50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

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

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during

which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

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

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

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

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from

the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

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

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

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

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

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

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

> Every person employing labor in this state shall:

...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

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

Section 7 of the Wage Order states,

(A) Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including the following:

(1) The employee's full name, home address, occupation, and social security number. The employee's date of birth, if under 18 years of age, and designation as a minor. Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded.

> Meal periods during which operations cease and authorized rest periods need not be recorded.
>
> (2) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
>
> (3) Total hours worked during the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.
>
> (1) (C) All required records shall be in the English language and in ink or other indelible form, dated properly, showing month, day and year. The employer who has control over wages, hours, or working conditions shall also keep said records on file at the place of employment or at a central location for at least three years. An employee's records shall be available for inspection by the employee upon reasonable request.

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

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

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

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

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

> (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
>
> (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, George Cruz was an employer of Marquez Rodriguez and all of the other Aggrieved Employees, and/or "owner," "managing agent," and/or "officer" of the GC Machining Employers and the other employers identified above. George Cruz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Marquez Rodriguez seeks the same civil penalties against George Cruz on the same grounds for which he seeks civil penalties against the GC Machining Employers.

///

Conclusion

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

Sincerely,

David Spivak, Esq.
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cc: Eliseo Marquez Rodriguez
Walter L. Haines, Esq.

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PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1875 Century Park East, Fl 7, Los Angeles, CA 90067.

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

On Monday, October 26, 2026, I served the foregoing document described as **FIRST AMENDED COMPLAINT** on interested parties by electronic mail, addressed as follows:

Ricardo Z. Aranda, Esq.
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XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address emily@spivaklaw.com.

EXECUTED on Monday, October 26, 2026, at Burbank, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



EMILY HOUNG LY