Electronically FILED by
Superior Court of California,
County of Los Angeles
10/27/2026 11:46 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Aguilar, Deputy Clerk

Mark Tieman (344822)
markt@frontierlawcenter.com
Daniel Ginzburg (327338)
dan@frontierlawcenter.com
eservice@frontierlawcenter.com
FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiff JUAN ANTONIO GONZALEZ

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN ANTONIO GONZALEZ,

Plaintiff,

v.

SRG OPERATING, INC. DBA THE VILLAGE AT NORTHRIDGE; and DOES 1 through 100,

Defendant(s).

Case No. 26CHCV04349

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Pay for All Hours Worked**
3. **Failure to Pay All Overtime Owed**
4. **Wage Statement Penalties**
5. **Waiting Time Penalties**
6. **Violation of Unfair Competition Law**
7. **Private Attorneys General Act**
8. **Violation of California Labor Code § 1102.5 – Retaliation**
9. **Violation of California Labor Code § 6310 – Retaliation**
10. **Wrongful Termination in Violation of Public Policy**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Juan Antonio Gonzalez ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant SRG Operating, Inc. DBA The Village at Northridge ("Defendant") is a Delaware corporation with its principal place of business located in San Diego County, California.

Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as "Defendants".

JURISDICTION AND VENUE

4. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from such conduct within Los Angeles County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants' employee.

7. Plaintiff was employed by Defendants from in or about September 2020 through on or about June 12, 2026.

8. Plaintiff worked as a maintenance assistant. His duties consisted of making repairs in the apartments at the facility.

9. Defendant classified Plaintiff as a non-exempt, hourly employee and paid him every two weeks. At the end of his employment, Plaintiff earned $24.88 per hour.

10. Plaintiff clocked in and out using his badge number and fingerprint.

11. Plaintiff generally worked eight-hour shifts, five days per week. At times, Plaintiff worked an additional half hour to one hour in a workday.

12. Defendant required Plaintiff to carry a radio and keep it on during his meal periods.

13. Plaintiff's supervisor, or staff at the front counter, called Plaintiff during his meal periods and assigned him work tasks.

14. When his meal period was interrupted, Plaintiff spent approximately five to ten minutes completing the assigned task.

15. Defendant did not give Plaintiff additional meal-period time to make up for the time he spent working during interrupted meal periods nor did they pay him for this time, resulting in unpaid time worked.

16. Because of the fast pace of the workplace, Plaintiff was unable to take his rest breaks.

17. Despite not being provided with compliant meal and rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

18. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

19. Defendant did not permit Plaintiff to sit while performing tasks that did not require any walking, including after he had been on his feet for two to three hours. Employees who were seen sitting got in trouble.

20. The applicable Wage Order provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." It further states that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

21. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the

Aggrieved Employees should have been provided with seats for use while not actively performing their work duties, but such seating was not provided.

22. Approximately half of the fire dampers on each floor of the facility did not work. Fire dampers are designed to close automatically when a fire alarm sounds so that smoke does not spread through the hallways and other areas.

23. Plaintiff's supervisor instructed him to manually open the non-working fire dampers.

24. Plaintiff understood that opening the non-working fire dampers would stop them from containing smoke in the event of a fire. Plaintiff had been told that this condition was a serious violation.

25. Plaintiff did not want to perform this task. He objected to his supervisor on multiple occasions, including approximately two to three weeks before his separation.

26. Plaintiff reported this safety violation.

27. As a result of him reporting this safety violation and refusing to be part of the continued violation by manually opening and closing he dampers, on or about June 12, 2026, Defendant told Plaintiff that he had to choose between resigning and being fired, and that he would be fired if he did not sign a resignation form.

28. Defendant told Plaintiff that if he resigned, Defendant would give him references. If he was fired, Defendant would put the reasons for the firing on his record.

29. Plaintiff did not want to resign. He signed the resignation form because Defendant required it as the alternative to firing him, amounting to constructive termination.

30. Plaintiff's employment with Defendant ended on or about June 12, 2026.

31. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

32. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil

action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

33. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

34. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

35. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

36. On August 21, 2026, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

37. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

38. The Aggrieved Employees are defined as "All nonexempt, hourly employees, current and former, who were employed by Defendants in California within one year prior to August 21, 2026, through final disposition of this action."

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

39. Plaintiff incorporates by reference the paragraphs above.

40. Labor Code section 512 and the Wage Orders provide that "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" or "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".

41. An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

42. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not "impede or discourage" its employees from taking compliant meal breaks. (*Brinker*, supra).

43. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

44. For each day that Defendants failed to provide Plaintiff with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

45. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal break was missed.

46. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff Against All Defendants

47. Plaintiff incorporates by reference the paragraphs above.

48. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

49. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

50. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff Against All Defendants

51. Plaintiff incorporates by reference the paragraphs above.

52. Labor Code section 510 provides that "[a]ny 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."

53. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

54. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

55. Plaintiff incorporates by reference the paragraphs above.

56. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

57. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

58. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

59. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff Against All Defendants

60. Plaintiff incorporates by reference the paragraphs above.

61. Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation.

62. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, not to exceed thirty days.

63. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the conclusion of employment.

64. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

65. Plaintiff incorporates by reference the paragraphs above.

66. Defendants' conduct described herein constitutes unfair competition.

67. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

68. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

69. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

SEVENTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

70. Plaintiff incorporates by reference the paragraphs above.

71. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

72. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

73. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

74. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

75. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

76. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

77. With respect to violations of Labor Code section 203 for failure to pay all wages due to Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code section 2699 apply.

78. With respect to violations of Labor Code section 1198 and the relevant wage order for failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code section 2699 apply.

79. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

80. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 1102.5 - Retaliation

By Plaintiff Against All Defendants

81. Plaintiff incorporates by reference the paragraphs above.

82. California Labor Code § 1102.5 makes it unlawful for an employer to retaliate against an employee for disclosing information, or because the employer believes the employee disclosed or may disclose information, to a government or law enforcement agency, or to a person with authority over the employee, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

83. Plaintiff engaged in protected activity under Labor Code § 1102.5 as set forth herein.

84. Defendant retaliated against Plaintiff in violation of California Labor Code § 1102.5.

85. The actions of Defendant against Plaintiff constitute unlawful retaliation, in violation of Labor Code § 1102.5. Such violations were a proximate cause in Plaintiff's damage as stated below.

NINTH CAUSE OF ACTION

Violation of California Labor Code § 6310 - Retaliation

By Plaintiff Against All Defendants

86. Plaintiff incorporates by reference the paragraphs above.

87. California Labor Code § 6310 makes it unlawful for an employer to discharge or in any manner discriminate against any employee for making any oral or written complaint to their employer relating to employee safety or health.

88. Plaintiff engaged in protected activity under Labor Code § 6310 as set forth herein.

89. Defendant retaliated against Plaintiff in violation of California Labor Code § 6310.

90. The actions of Defendant against Plaintiff constitute unlawful retaliation, in violation of Labor Code § 6310. Such violations were a proximate cause in Plaintiff's damage as stated below.

TENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

By Plaintiff Against All Defendants

91. Plaintiff incorporates by reference the paragraphs above.

92. At all times mentioned in this complaint, it was a fundamental policy of the State of California that Defendants cannot discriminate and/or retaliate against any employee on the basis of race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or engagement in protected activity.

93. Based on the actions described above, Defendants terminated Plaintiff for engaging in protected activity.

94. Defendants actions were in violation of California Public Policy.

95. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and will continues to suffer damages, as stated below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs
6. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Fourth Cause of Action

1. Penalties pursuant to Labor Code section 226
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Fifth Cause of Action

1. Penalties pursuant to Labor Code section 203
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Sixth Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Seventh Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Eighth Cause of Action

1. Compensatory damages
2. Emotional distress damages
3. Punitive damages
4. Penalties pursuant to Labor Code 1102.5(f)
5. Attorneys' fees
6. Costs
7. Other relief the court deems proper

Ninth Cause of Action

1. Compensatory damages
2. Civil penalties and lost wages and benefits pursuant to Labor Code § 6310(b)
3. Punitive damages
4. Attorneys' fees
5. Costs
6. Interest
7. Other relief the court deems proper

Tenth Cause of Action

1. Back pay and front pay
2. Interest on the above amounts
3. Compensatory damages
4. Punitive damages
5. Attorneys' fees
6. Costs
7. Other relief the court deems proper

DATED: October 27, 2026

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: October 27, 2026

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff