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Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Colette N. Mahon (SBN 304745)
cmahon@lefecr.com
LAWYERS FOR EMPLOYMENT AND CONSUMER RIGHTS APC
3500 West Olive Ave., Third Floor
Burbank, CA 91505
Tel. (844) 619-7541
Fax. (323) 306-5571

Attorneys for Plaintiff, similarly situated individuals, and Aggrieved Employees

FILED
Superior Court of California
County of Los Angeles
08/28/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Cervantes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Case No: 25STCV16345

LESLIE MORALES, individually and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"); and BRIANNA TORRES-CERVANTES, individually and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.

(1) VIOLATION OF CALIFORNIA LABOR CODE §§ 1182.12, 1194, 1197, AND 1197.1 (UNPAID MINIMUM WAGES);
(2) VIOLATION OF CALIFORNIA LABOR CODE §§ 510 AND 1198 (UNPAID OVERTIME);
(3) VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7 AND 512(a) (FAILURE TO PROVIDE MEAL PERIODS);
(4) VIOLATION OF CALIFORNIA LABOR CODE § 226.7 (FAILURE TO PROVIDE REST PERIODS);

(5) VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a), 1174(d) AND 1198 (NON-COMPLIANT WAGE STATEMENTS AND FAILURE TO MAINTAIN RECORDS);

(6) VIOLATION OF CALIFORNIA LABOR CODE §§ 201 AND 202 (WAGES NOT TIMELY PAID UPON TERMINATION);

(7) VIOLATION OF CALIFORNIA LABOR CODE § 2802 (UNREIMBURSED BUSINESS EXPENSES);

(8) CIVIL PENALTIES FOR VIOLATIONS OF CALIFORNIA LABOR CODE, PURSUANT TO PAGA, §§ 2698, ET SEQ.; AND

(9) VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ. (UNLAWFUL BUSINESS PRACTICES AND UNFAIR BUSINESS PRACTICES)

DEMAND FOR JURY TRIAL

Plaintiffs LESLIE MORALES and BRIANNA TORRES-CERVANTES individually, and on behalf of all other members of the public similarly situated and as an Aggrieved Employee and on behalf of all other Aggrieved Employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action and state enforcement action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698 et seq. ("PAGA") to recover damages, statutory penalties, civil penalties and any other available relief on behalf of Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly-paid employees who received at least one physical wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because Defendants employ persons in this county and employed Plaintiffs in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698 *et seq*., the "Labor Code Private Attorneys General Act of 2004" ("PAGA"), authorize Aggrieved Employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the

California Labor Code.

THE PARTIES

6. Plaintiff LESLIE MORALES, at all times relevant to the claims asserted herein, was a resident of Hawthorne in Los Angeles County, California. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES ("Defendant") employed and misclassified LESLIE MORALES as a salaried, exempt employee from on or about August 2022 to on or about September 2024. LESLIE MORALES initially started working for Defendant as a Projects Coordinator who performed her work throughout Los Angeles County, California. During her employment, LESLIE MORALES typically worked 9 to 10 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Her job duties included, without limitation, reporting on meetings between team members and clients, communicating with team and clients about the statuses of projects, material ordering, and emailing with vendors.

7. Plaintiff BRIANNA TORRES-CERVANTES, at all times relevant to the claims asserted herein, was a resident of Los Angeles County, California. Defendant employed and misclassified BRIANNA TORRES-CERVANTES as a salaried, exempt employee from on or about June 2023 to on or about January 2025. BRIANNA TORRES-CERVANTES worked as a Projects Coordinator who performed her work throughout Los Angeles, California. During her employment, BRIANNA TORRES-CERVANTES typically worked 8 to 11 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Her job duties included, without limitation, reporting on meetings between team members and clients, communicating with team and clients about the statuses of projects, material ordering, and emailing with vendors. Plaintiff LESLIE MORALES and Plaintiff BRIANNA TORRES-CERVANTES are collectively referred to as "Plaintiffs" throughout.

8. Defendant was and is, upon information and belief, a California Corporation doing business in California, with its principal place of business in Pomona, California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

9. Plaintiffs are unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint

and serve such fictitiously named defendants once their names and capacities become known.

10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES at all relevant times.

11. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES; and/or DOES 1 through 10 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

12. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

13. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

14. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and class members. Each defendant had the power to hire and fire Plaintiffs and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiffs and class members to work and/or "engaged" Plaintiffs and class members so as to create a common-law employment relationship. As joint employers of Plaintiffs and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiffs and class members under the law.

15. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other class members because Defendants have (a) jointly exercised meaningful control over the work performed by Plaintiffs and class members; (b) jointly exercised meaningful control over Plaintiffs and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and class members; (c) jointly required that Plaintiffs and class members perform work which is an integral part of Defendants' businesses; and (d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

16. Plaintiffs are informed and believe, and further allege, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES and DOES 1 through 10 are therefore alter egos of each other. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

18. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

19. Plaintiffs' proposed class consists of and is defined as follows:

> **All office workers who held the positions of Accounting Associate 1, Accounting Associate 2, Administrative Assistant, Project Coordinator 1, Project Coordinator 2, and functionally similar positions and were employed by Defendant in its Pomona, California corporate campus at**

any time within four years prior to the filing of this complaint until the date of trial ("Class").

20. Members of the Class and Subclass will hereinafter be referred to as "class members."

21. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

22. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

a. Whether Defendants required Plaintiffs and class members to work off-the-clock without payment;

b. Whether Defendants authorized, suffered, and/or permitted Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

c. Whether Defendants failed to pay at least minimum wages for all hours worked by Plaintiffs and class members;

d. Whether Defendants failed to provide Plaintiffs and class members with legally compliant meal periods;

e. Whether Defendants failed to provide Plaintiffs and class members with legally compliant rest periods;

f. Whether Defendants provided Plaintiffs and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

g. Whether Defendants maintained payroll records as required by California Labor Code section 1174(d);

h. Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiffs and class members upon their discharge;

i. Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiffs and class members during their employment;

j. Whether Defendants reimbursed Plaintiffs and class members for business-related expenses they incurred as a result of their employment;

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

l. The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California Law.

23. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

a. Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiffs have a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

c. Adequacy: Plaintiff are qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiffs have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that Plaintiffs have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorney's fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time

for the entire class.

e. Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

GENERAL ALLEGATIONS

24. Defendants are employers as defined by the California Labor Code. Within California, Defendants are estimated to employ over 100 persons.

25. Upon information and belief, Defendants maintain a single, centralized Human Resources Department in Pomona, California, which is responsible for collecting and processing all new hire paperwork, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest break policies, to employees throughout California.

26. Upon information and belief, Plaintiffs and class members received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

27. Upon information and belief, all transactions regarding hiring, terminations, promotions, pay increases, and employee transfers, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Pomona, California. Additionally, upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' corporate headquarters in Pomona, California.

28. Upon information and belief, Defendants maintain a centralized Payroll department in Pomona, California, which processes payroll for all non-exempt, hourly-paid employees working for Defendants at their various locations in California, including Plaintiffs and class members. Upon information and belief, Defendants issued the same formatted wage statements to all non-exempt employees in California, irrespective of their work location. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout California, regardless of the manner in which each employee's employment ends.

29. Defendants employed non-exempt, hourly-paid employees within California from August 2022 to September 2024.

30. Upon information and belief, Defendants, at all times herein mentioned, were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

31. Upon information and belief, Plaintiffs and class members were not paid for all hours worked because all hours worked were not recorded. Defendant misclassified Plaintiffs and class members as exempt employees. As they received a fixed wage each pay period, regardless of the number of hours worked, they were not compensated for any hours worked in excess of eight per day or forty per week.

32. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation. Plaintiffs and class members were owed overtime compensation for all work in excess of eight hours per day or forty per week, but Defendant failed to provide them with such compensation.

33. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and class members were not paid at least minimum wages for work done off-the-clock.

34. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period. Defendants failed to provide Plaintiffs and class members with compliant meal periods. Because of Defendants' practices and/or policies, Plaintiffs and class members were required to continue to perform their duties without being able to take a timely, compliant meal period. Plaintiffs and class members had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Further, Defendants did not provide Plaintiffs and class members with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Plaintiffs and class members did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties. Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided.

35. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiffs and class members were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. During the relevant time period, Defendants regularly failed to authorize and/or permit Plaintiffs and class members to take a 10-minute rest period per each four-hour period worked or major fraction thereof. Additionally, Defendants had no policy of scheduling rest periods for employees, which further impeded and prevented Plaintiffs and class members from taking rest periods.

36. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive complete and accurate wage statements in accordance with

California law. In violation of the California Labor Code, Plaintiffs and class members were not provided complete and accurate wage statements. Specifically, meal and/or rest period premiums owed to class members were not reflected on their wage statements. Further, Defendants misrepresented class members' hours worked and overtime compensation, as discussed above. Thus, Defendants did not furnish wage statements to Plaintiffs and class members containing accurate totals of the hours worked (Lab. Code § 226(a)(2)), the number of hours worked at each hourly rate (Lab. Code § 226(a)(9), the net wages earned (Lab. Code § 226(a)(5)) and gross wages earned (Lab. Code § 226(a)(1)).

37. Upon information and belief, Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of shift start and stop times and meal period start and stop times for Plaintiffs and class members. Furthermore, in light of Defendants' failure to provide Plaintiffs and class members with second 30-minute meal periods to which they were entitled, Defendants failed to keep accurate records of meal start and end times for second meal periods.

38. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

39. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

40. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive reimbursement for all business-related expenses and costs

they incurred during the course and scope of their employment, and that they did not receive reimbursement of applicable business-related expenses and costs they incurred. During the relevant time period, Defendants, on a company-wide basis, required that Plaintiffs and class members use their own cell phone for business use. Defendants failed to sufficiently reimburse Plaintiffs and other employees for those costs.

41. Defendants engaged in a systematic, company-wide policy to not reimburse its employees for necessary business expenses. Defendants could have provided Plaintiffs and class members with the actual tools for use on the job, or reimbursed employees for the cost of the cell phone use but instead, Defendants passed these operating costs off onto Plaintiffs and class members.

42. Upon information and belief, Defendants, at all times herein mentioned, knew or should have known that they had a duty to compensate Plaintiffs and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and class members that they were provided all wages, all in order to increase Defendants' profits.

Claims for Penalties Under 2004 Private Attorneys General Act

43. Plaintiff Leslie Morales asserts a representative action filed pursuant to PAGA, §§ 2698, 2699, on behalf of herself as well as on behalf of similarly situated Aggrieved Employees.

44. The "Representative Period" means from **June 3, 2024** to the present, the timeframe where the scope of statute allows Plaintiff Morales to recover wages and penalties.

45. At all times during the Representative Period, all the Aggrieved Employees were employed in the same or similar job as Plaintiff Morales and were paid in the same manner and under the same standard employment procedures and practices as the Plaintiff Morales.

46. California law provides that an employee may file an action against an employer to recover penalties for violations of the Labor Code and Wage Orders provided the Aggrieved Employee files an action on behalf of him or herself and similarly-situated current and former employees.

47. At all material times, Defendants and DOES 1 through 10 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,

Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

48. On June 3, 2025, Plaintiff Morales's counsel sent letters to the California Labor and Workforce Development Agency (hereinafter referred to as "LWDA") and to Defendants informing Defendants of the PAGA claims and Plaintiff Morlaes' intent to pursue litigation.

FIRST CAUSE OF ACTION

Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1 – Unpaid Minimum Wages

(Against All Defendants)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

50. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 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." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

51. Defendants did not pay at least minimum wages for off-the-clock hours worked by Plaintiffs and the class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

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SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510 and 1198 – Unpaid Overtime

(Against all Defendants)

53. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

54. California Labor Code section 1198 provides that it is unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "…the standard conditions of labor fixed by the commission shall be the… standard conditions of labor for employees. The employment of any employee…under conditions of labor prohibited by the order is unlawful."

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

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

58. California Labor Code section 510 codifies the right to overtime compensation at one and one-half times (1½) the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

59. Plaintiffs and class members routinely worked more than eight (8) and twelve (12) hours in a day.

60. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiffs and class members. Specifically, Plaintiffs and class members were not paid overtime premiums for all hours worked in excess of eight (8) hours in a day, twelve (12) hours in a day, and/or forty (40) hours in a week, because Defendants failed to accurately record all hours worked.

61. As Plaintiffs and class members regularly worked shifts exceeding eight (8) hours per day and/or forty (40) hours per week, they earned overtime premium pay. Nevertheless, Defendants failed to compensate Plaintiffs and class members for all overtime hours worked.

62. Defendants' failure to pay Plaintiffs and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violations of Labor Code §§ 226.7 and 512(a) – Meal Period Violations

(Against all Defendants)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

64. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), and 1198 were applicable to Plaintiffs and class members' employment by Defendants.

65. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal period must start after no more than five hours.

66. At all relevant times herein set forth, California Labor Code section 226.7 and 512(a) provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Under California law, an employer cannot evade meal break requirements via the use of "on-duty" meal agreements because it understaffs its locations.

68. Plaintiffs and class members did not receive all required off-duty meal periods and did not receive premium pay for missed meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods and failed to pay the meal period premiums due.

69. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided or compensation in lieu thereof was not paid.

FOURTH CAUSE OF ACTION

Violation of Labor Code § 226.7 – Rest Break Violations

(Against all Defendants)

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198 were applicable to Plaintiffs and class members' employment by Defendants.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in

the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than 3.5 hours.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each workday that a required rest period was not provided.

75. As a result, Plaintiffs and class members worked shifts in excess of 3.5 hours, in excess of six hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

76. Defendants have also engaged in a company-wide practice and/or policy to not pay rest period premiums owed when compliant rest periods are not provided. As a result, Plaintiffs and class members were denied rest periods and Defendants failed to pay the full rest period premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

77. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

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FIFTH CAUSE OF ACTION

Violation of Labor Code §§ 226(a) and 1174(d) – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

79. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, the total hours worked, and all applicable rates of pay.

80. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiffs and class members with uniform, incomplete, and inaccurate wage statements.

81. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall…[k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, 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…"

82. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and class members showing the premiums they were owed, the correct overtime compensation owed, and by failing to correctly list the gross wages and net wages earned by them.

83. Because Defendants failed to provide accurate wage statements, Plaintiffs and class members have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiffs and class members have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

84. Plaintiffs and class members are entitled to recover from Defendants the greater of their

actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination

(Against all Defendants)

85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

86. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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.

87. During the relevant time period, Defendants willfully failed to pay Plaintiffs and class members all wages earned upon their discharge or resignation. Additionally, Defendant willfully failed to pay Plaintiffs and other class members who are no longer employed by Defendants all their earned wages set forth above, including but not limited to, minimum wages, overtime wages, meal and rest period premium wages either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

88. Defendants' failure to pay Plaintiffs and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202.

89. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum pursuant to California Labor Code section 203.

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SEVENTH CAUSE OF ACTION

Violation of Labor Code § 2802 – Unpaid Business-Related Expenses

(Against all Defendants)

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

91. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

92. Defendants' company-wide policy and/or practice of passing its operating costs on to Plaintiffs and class members is in violation of California Labor Code section 2802. Defendants have intentionally and willfully failed to fully reimburse Plaintiffs and class members for necessary business-related expenses and costs.

93. Plaintiffs and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

EIGHTH CAUSE OF ACTION

For Civil Penalties Pursuant to Labor Code §§ 2698, *et seq.*

(Against All Defendants)

94. Plaintiff Morales incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff Morales to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits Aggrieved Employees, including Plaintiff Morales, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 1182.12.

96. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

1. Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff Morales and other Aggrieved Employees with at least minimum wages for all hours worked as alleged herein;
2. Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff Morales and other Aggrieved Employees with all required overtime pay as alleged herein;
3. Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order for Defendants' failure to provide Plaintiff Morales and other Aggrieved Employees with meal and/or rest periods, as alleged herein;
4. Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff Morales and other Aggrieved Employees, as alleged herein;
5. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as alleged herein;
6. Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below;
7. Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as alleged herein; and
8. Violation of Labor Code section 2802 for failure to reimburse Plaintiff Morales and other Aggrieved Employees for all business expenses necessarily incurred, as alleged herein.

NINTH CAUSE OF ACTION

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

Unlawful Business Practices

(Against All Defendants)

97. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

98. Defendants are "persons" as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or

associations.

99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

100. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

101. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

a. Requiring non-exempt employees, including Plaintiffs and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198 and the applicable IWC Order and paying overtime at a lower rate than required by law, as alleged herein;

b. Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable IWC Order, as alleged herein;

c. Failing to provide uninterrupted meal and rest periods to Plaintiffs and class members in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Order, as alleged herein;

d. Failing to provide Plaintiffs and class members with accurate wage statements in violation of California Labor Code section 226(a) and the applicable IWC Order and failing to maintain accurate payroll records in violation of Labor Code section 1174(d), as alleged herein;

e. Failing timely to pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204 and the applicable IWC Order, as alleged herein;

and

f. Failing to reimburse Plaintiffs and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

102. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

103. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; an award of attorney fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiffs requests a jury trial.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000) exclusive of interest and costs. Plaintiffs reserve the right to amend her prayer for relief to seek a different amount.

2. That this case be certified as a class action;

3. That Plaintiffs be appointed as the representatives of the Class and subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiffs and class members;

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

7. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law;

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

10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

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

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

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiffs and class members;

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

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

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 1198 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and class members;

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

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

26. For premiums pursuant to California Labor Code section 226.7(b);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem, equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and class members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

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

34. For attorneys' fees and costs pursuant to California Labor code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay overtime wages, minimum wages, meal

and rest period premiums, and bonus pay, owed at the time of termination of the employment of Plaintiffs and other terminated class members;

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

38. For waiting time penalties according to proof pursuant to California Labor code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due; or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and class members;

43. For unpaid business-related expenses and such general and special damages as may be appropriate;

44. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

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

46. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2698, et seq.;

49. For penalties under PAGA (California Labor Code §§ 2698 et seq.) as described in Paragraph 94, above, in amounts to be proven at trial;

50. For statutory attorney's fees and costs pursuant to Labor Code § 2699; and as allowed by law and according to proof;

51. For costs of suit incurred herein, in amounts to be proven at the time of trial;

52. For pre- and post-judgement interest at the maximum legal rate on all amounts claims; and

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal and rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing timely to pay Plaintiffs and class members all earned wages during employment, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq*.;

55. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

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

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

58. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 14, 2026

Respectfully Submitted,

By: _____

Andrew E. Hillier, Esq.
Attorney for Plaintiffs,
LESLIE MORALES and
BRIANNA TORRES-CERVANTES