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and Aggrieved Employees*

**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"),

Plaintiff,

v.

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

Defendants.

**CLASS ACTION FIRST AMENDED
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);

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- (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

1 Plaintiff LESLIE MORALES individually, and on behalf of all other members of the public
2 similarly situated and as an Aggrieved Employee and on behalf of all other Aggrieved Employees,
3 alleges as follows:

4 **JURISDICTION AND VENUE**

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

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

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

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

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

provisions in the California Labor Code.

THE PARTIES

6. Plaintiff, at all times relevant to the claims asserted herein, was a resident of Hawthorne in Los Angeles County, California. Defendants employed and misclassified Plaintiff as a salaried, exempt employee from on or about August 2022 to on or about September 2024. Plaintiff initially started working for HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES (“Defendant”) as a Projects Coordinator who performed their work throughout Los Angeles County, California. During their employment, Plaintiff typically worked 9 to 10 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Their 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. 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.

8. Plaintiff is 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.

9. Plaintiff is informed and believes, and thereon alleges, 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.

10. Plaintiff is informed and believes, and thereon alleges, 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

1 of Defendants.

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

6 12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
7 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
8 occurrences, and transactions alleged herein.

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

18 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
19 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other class
20 members because Defendants have (a) jointly exercised meaningful control over the work
21 performed by Plaintiff and class members; (b) jointly exercised meaningful control over Plaintiff
22 and class members’ wages, hours, and working conditions, including the quantity, quality standards,
23 speed, scheduling, and operative details of the tasks performed by Plaintiff and class members; (c)
24 jointly required that Plaintiff and class members perform work which is an integral part of
25 Defendants’ businesses; and (d) jointly exercised control over Plaintiff and class members as a
26 matter of economic reality in that Plaintiff and class members were dependent on Defendants, who
27 shared the power to set the wages of Plaintiff and class members and determined their working
28 conditions, and who jointly reaped the benefits from the underpayment of their wages and

1 noncompliance with other statutory provisions governing their employment.

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

10 **CLASS ACTION ALLEGATIONS**

11 16. Plaintiff brings this action on their own behalf, as well as on behalf of each and all
12 other persons similarly situated, and thus, seeks class certification under California Code of Civil
13 Procedure section 382.

14 17. All claims alleged herein arise under California law for which Plaintiff seeks relief
15 authorized by California law.

16 18. Plaintiff's proposed class consists of and is defined as follows:

17 **All persons who are or were employed by Defendants as**
18 **nonexempt, hourly-paid employees in California within**
19 **four years prior to the filing of this complaint until the date**
of trial ("Class").

20 19. Plaintiff's proposed subclass consists of and is defined as follows:

21 **All persons who are or were employed by Defendants as**
22 **nonexempt, hourly-paid employees in California within one**
23 **year prior to the filing of this complaint until the date of**
trial who received a wage statement from Defendants
("Subclass").

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

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

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

- a. Whether Defendants required Plaintiff and class members to work off-the-clock without payment;
- b. Whether Defendants authorized, suffered, and/or permitted Plaintiff 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 Plaintiff and class members;
- d. Whether Defendants failed to provide Plaintiff and class members with legally compliant meal periods;
- e. Whether Defendants failed to provide Plaintiff and class members with legally compliant rest periods;
- f. Whether Defendants provided Plaintiff 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 Plaintiff and class members upon their discharge;
- i. Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiff and class members during their employment;
- j. Whether Defendants reimbursed Plaintiff 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:

- 1 a. Numerosity: The class members are so numerous that joinder of all members would
2 be unfeasible and impractical. The membership of the entire class is unknown to
3 Plaintiff at this time; however, the class is estimated to be greater than one hundred
4 (100) individuals and the identity of such membership is readily ascertainable by
5 inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests
7 of each class member with whom Plaintiff has a well-defined community of interest,
8 and Plaintiff's claims (or defenses, if any) are typical of all class members as
9 demonstrated herein.
- 10 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests
11 of each class member with whom Plaintiff has a well-defined community of interest
12 and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff
13 has an obligation to make known to the Court any relationship, conflicts or differences
14 with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in
15 the rules governing class action discovery, certification, and settlement. Plaintiff has
16 incurred, and throughout the duration of this action, will continue to incur costs and
17 attorney's fees that have been, are, and will be necessarily expended for the
18 prosecution of this action for the substantial benefit of each class member.
- 19 d. Superiority: The nature of this action makes the use of class action adjudication
20 superior to other methods. A class action will achieve economies of time, effort, and
21 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
22 because the same issues can be adjudicated in the same manner and at the same time
23 for the entire class.
- 24 e. Public Policy Considerations: Employers in the State of California violate
25 employment and labor laws every day. Current employees are often afraid to assert
26 their rights out of fear of direct or indirect retaliation. Former employees are fearful
27 of bringing actions because they believe their former employers might damage their
28 future endeavors through negative references and/or other means. Class actions

1 provide the class members who are not named in the complaint with a type of
2 anonymity that allows for the vindication of their rights while simultaneously
3 protecting their privacy.

4 **GENERAL ALLEGATIONS**

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

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

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

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

25 28. Upon information and belief, Defendants maintain a centralized Payroll department
26 in Pomona, California, which processes payroll for all non-exempt, hourly-paid employees working
27 for Defendants at their various locations in California, including Plaintiff and class members. Upon
28 information and belief, Defendants issued the same formatted wage statements to all non-exempt

1 employees in California, irrespective of their work location. Upon information and belief,
2 Defendants process payroll for departing employees in the same manner throughout California,
3 regardless of the manner in which each employee's employment ends.

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

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

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

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

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

25 34. Upon information and belief, Defendants knew or should have known that Plaintiff
26 and class members were entitled to meal periods in accordance with the Labor Code or payment of
27 one (1) additional hour of pay at their regular rates of pay when they were not provided with timely,
28 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not

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

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

23 36. Upon information and belief, Defendants knew or should have known that Plaintiff
24 and class members were entitled to receive complete and accurate wage statements in accordance
25 with California law. In violation of the California Labor Code, Plaintiff and class members were not
26 provided complete and accurate wage statements. Specifically, meal and/or rest period premiums
27 owed to class members were not reflected on their wage statements. Further, Defendants
28 misrepresented class members' hours worked and overtime compensation, as discussed above.

1 Thus, Defendants did not furnish wage statements to Plaintiff and class members containing
2 accurate totals of the hours worked (Lab. Code § 226(a)(2)), the number of hours worked at each
3 hourly rate (Lab. Code § 226(a)(9), the net wages earned (Lab. Code § 226(a)(5)) and gross wages
4 earned (Lab. Code § 226(a)(1)).

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

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

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

23 40. Upon information and belief, Defendants knew or should have known that Plaintiff
24 and class members were entitled to receive reimbursement for all business-related expenses and
25 costs they incurred during the course and scope of their employment, and that they did not receive
26 reimbursement of applicable business-related expenses and costs they incurred. During the relevant
27 time period, Defendants, on a company-wide basis, required that Plaintiff and class members use
28 their own cell phone for business use. Defendants failed to sufficiently reimburse Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff 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 asserts a representative action filed pursuant to PAGA, §§ 2698, 2699, on behalf of themselves as well as on behalf of similarly situated Aggrieved Employees.

44. The "Representative Period" means from **December 3, 2023** to the present, the timeframe where the scope of statute allows Plaintiff 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 and were paid in the same manner and under the same standard employment procedures and practices as the Plaintiff.

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'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's 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. Plaintiff incorporates by reference and re-alleges 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 Plaintiff 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, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510 and 1198 – Unpaid Overtime
(Against all Defendants)

53. Plaintiff incorporates by reference and re-alleges 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

1 Labor Code section 1198 requires that "...the standard conditions of labor fixed by the commission
2 shall be the... standard conditions of labor for employees. The employment of any
3 employee...under conditions of labor prohibited by the order is unlawful."

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

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

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

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

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

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

1 worked.

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

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

10 **THIRD CAUSE OF ACTION**

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

12 **(Against all Defendants)**

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

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

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

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

27 67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the
28 applicable IWC Wage Order also require employers to provide a second meal break of not less than

1 thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1)
2 additional hour of pay at the employee's regular rate, except that if the total hours worked is no
3 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
4 employer and the employee only if the first meal period was not waived. Under California law, an
5 employer cannot evade meal break requirements via the use of "on-duty" meal agreements because
6 it understaffs its locations.

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

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

14 **FOURTH CAUSE OF ACTION**

15 **Violation of Labor Code § 226.7 – Rest Break Violations**

16 **(Against all Defendants)**

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

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

22 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
24 in the middle of each work period" and that the "rest period time shall be based on the total hours
25 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"
26 unless the total daily work time is less than 3.5 hours.

27 73. At all relevant times, California Labor Code section 226.7 provides that no employer
28 shall require an employee to work during any rest period mandated by an applicable order of the

1 California IWC. To comply with its obligation to provide rest periods under California Labor Code
2 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
3 how employees spend their break time and relieve their employees of all duties—including the
4 obligation that an employee remain on call. A rest period, in short, must be a period of rest.”

5 74. Pursuant to the applicable IWC Wage Order and California Labor Code section
6 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour
7 of pay at their regular rates of pay for each workday that a required rest period was not provided.

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

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

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

20 **FIFTH CAUSE OF ACTION**

21 **Violation of Labor Code §§ 226(a) and 1174(d) – Non-Compliant Wage Statements and**
22 **Failure to Maintain Accurate Payroll Records**
23 **(Against all Defendants)**

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

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

1 the employer, the inclusive dates of the pay period, the total hours worked, and all applicable rates
2 of pay.

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

5 81. California Labor Code section 1174(d) provides that “[e]very person employing labor
6 in this state shall...[k]eep a record showing the names and addresses of all employees employed
7 and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or
8 establishments at which employees are employed, payroll records showing the hours worked daily
9 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate
10 paid to, employees employed at the respective plants or establishments...”

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

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

21 84. Plaintiff and class members are entitled to recover from Defendants the greater of
22 their actual damages caused by Defendants’ failure to comply with California Labor Code section
23 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

24 **SIXTH CAUSE OF ACTION**

25 **Violation of Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination**
26 **(Against all Defendants)**

27 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28 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 Plaintiff and class members all wages earned upon their discharge or resignation. Additionally, Defendant willfully failed to pay Plaintiff 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 Plaintiff 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. Plaintiff 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.

SEVENTH CAUSE OF ACTION

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

(Against all Defendants)

90. Plaintiff incorporates by reference and re-alleges 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 Plaintiff and class members is in violation of California Labor Code section 2802. Defendants have intentionally and willfully failed to fully reimburse Plaintiff and class members for necessary business-related expenses and costs.

93. Plaintiff 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 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 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, 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 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 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 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 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 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. Plaintiff incorporates by reference and re-alleges 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 Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks 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.*

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

- 4 a. Requiring non-exempt employees, including Plaintiff and class members, to work
5 overtime without paying them proper compensation in violation of California Labor
6 Code sections 510 and 1198 and the applicable IWC Order and paying overtime at a
7 lower rate than required by law, as alleged herein;
- 8 b. Failing to pay at least minimum wage to Plaintiff and class members in violation of
9 California Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable
10 IWC Order, as alleged herein;
- 11 c. Failing to provide uninterrupted meal and rest periods to Plaintiff and class members
12 in violation of California Labor Code sections 226.7 and 512 and the applicable IWC
13 Order, as alleged herein;
- 14 d. Failing to provide Plaintiff and class members with accurate wage statements in
15 violation of California Labor Code section 226(a) and the applicable IWC Order and
16 failing to maintain accurate payroll records in violation of Labor Code section
17 1174(d), as alleged herein;
- 18 e. Failing timely to pay all earned wages to Plaintiff and class members in violation of
19 California Labor Code section 204 and the applicable IWC Order, as alleged herein;
20 and
- 21 f. Failing to reimburse Plaintiff and class members for all business expenses necessarily
22 incurred in violation of California Labor Code section 2802, as alleged herein.

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

26 103. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiff
27 and class members are entitled to restitution of the wages withheld and retained by Defendants
28 during a period that commences four years prior to the filing of this complaint; a permanent

1 injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an
2 award of attorney fees pursuant to California Code of Civil Procedure section 1021.5 and other
3 applicable laws; and an award of costs.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a jury trial.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
8 Defendants, jointly and severally, as follows:

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

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

13 3. That Plaintiff be appointed as the representative of the Class and subclass;

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

15 **As to the First Cause of Action**

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

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

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

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

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

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

27 **As to the Second Cause of Action**

28 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 Plaintiff 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 Plaintiff and class members;

17. That the Court make an award to the Plaintiff 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 Plaintiff and class members;

24. That the Court make an award to the Plaintiff 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 Plaintiff 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 Plaintiff 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

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

2 **As to the Seventh Cause of Action**

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

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

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

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

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

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

14 **As to the Eighth Cause of Action**

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

17 49. For penalties under PAGA (California Labor Code §§ 2698 et seq.) as described in
18 Paragraph 96, above, in amounts to be proven at trial;

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

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

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

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

25 **As to the Ninth Cause of Action**

26 54. That the Court declare, adjudge and decree that Defendants conduct of failing to
27 provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and
28 class members all minimum wages due to them, failing to provide Plaintiff and class members all

1 meal and rest periods, failing to provide Plaintiff and class members accurate and complete wage
2 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
3 timely to pay Plaintiff and class members all earned wages during employment, failing to reimburse
4 Plaintiff and class members for business-related expenses, and failing to provide written notice of
5 information material to employment, constitutes an unlawful business practice in violation of
6 California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

16 Dated: September 29, 2025

Respectfully Submitted,

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19 By:



20 Andrew E. Hillier, Esq.
21 Attorney for Plaintiff,
22 LESLIE MORALES
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