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Attorney for CARLOS R. VALLEJO HURTADO

Individually and on behalf of all other similarly situated

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF ORANGE**

9 CARLOS R. VALLEJO HURTADO, an
10 individual, on behalf of himself, and on behalf
11 of all persons similarly situated,

12 Plaintiff,

13 v.

14 MOVE CENTRAL, INC., a California
Corporation; and DOES 1 through 50,
15 Inclusive;

16 Defendants.

Case No. 30-2026-01542887-CU-OE-CXC

Judge David A. Hoffer

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PROVIDE OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§510 *ET SEQ.*
3. FAILURE TO PROVIDE MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194,1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §§ 226 and 226.2;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203;

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9. FAILURE TO PROVIDE
PERSONNEL FILE IN VIOLATION
OF CAL. LAB CODE §1198; and
10. Civil Penalties Pursuant to Labor Code
§2699, *et seq.*, for violations of Labor
Code §§ 201, 201.3, 202, 203, 204 *et
seq.*, 210, 218, 218.5, 218.6, 221,
226(a), 226(a)(8), 226.2, 226.3, 232,
246, 226.7, 227.3, 510, 512, 558,
1102.5, 1174(d), 1174.5, 1194, 1197,
1197.1, 1197.14, 1198, 1198.5, 1199,
2802 and 2804, and the California Code
of Regulations

DEMAND FOR JURY TRIAL

Plaintiff CARLOS R. VALLEJO HURTADO (“PLAINTIFF”) an individual, on behalf of himself and all other similarly situated current and former employees allege on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant MOVE CENTRAL, Inc. (“DEFENDANT”) is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, County of Orange. Defendant provides moving services in Orange County.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief allege, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter

collectively “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3. The agents, servants and/or employees of the DEFENDANT and each of them acting on behalf of the DEFENDANT acted within the course and scope of his/her, or its authority as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

4. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s 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 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

5. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

6. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee, paid on an hourly basis and entitled to minimum wages, overtime pay, and legally compliant meal and rest periods from on or about October 2021 to January 2025.

7. PLAINTIFF brings this Class Action under California Code of Civil Procedure § 382 on behalf of himself and on behalf of all of DEFENDANTS’ current and former non-exempt California employees (the “CALIFORNIA CLASS”) at any time during the period beginning

1 four years from the date of the filing of this Complaint and ending on a date determined by the
2 Court (the "CLASS PERIOD").

3 8. The amount in controversy for the aggregate claim of CALIFORNIA CLASS
4 members is under five million dollars (\$5,000,000.00). PLAINTIFF reserves the right to amend
5 the following class definitions before the Court determines whether class certification is
6 appropriate, or thereafter upon leave of Court.

7 9. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the
8 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
9 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice
10 which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant
11 meal and rest periods or an additional hour of pay at the regular rate of compensation in *lieu*
12 thereof in violation of California Labor Code Sections 226.7(c), 512(a) and the applicable
13 Industrial Welfare Commission Wage Order, (2) failed to pay PLAINTIFF and the
14 CALIFORNIA CLASS for all hours worked in violation of, *inter alia*, California Labor Code
15 Sections 510, 1194, 1197, and 1197.1, failed to reimburse PLAINTIFF and the CALIFORNIA
16 CLASS for required expenses in violation of California Labor Code Section 2802, and (3) failed
17 to provide accurate itemized wage statements in violation of California Labor Code Sections 226
18 and 226.2.

19 10. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of
20 himself and all others similarly situated in California to recover, among other things, unpaid wages
21 and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to Labor Code
22 §§201, 201.3, 202, 203, 204 *et seq.*, 210, 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3,
23 232, 246, 226.7, 227.3, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14,
24 1198, 1198.5, 1199, 2802 and 2804, *et seq.*

25 11. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
26 unfair, and deceptive business practices whereby DEFENDANTS retained and continues to retain
27 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

1 12. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
2 injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
3 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
4 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal
5 and equitable relief.

6 **JURISDICTION AND VENUE**

7 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
9 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
10 DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

11 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
12 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and
13 DEFENDANTS (i) currently maintain and at all relevant times, maintained offices and facilities
14 in this County and/or conducts substantial business in this County, and (ii) committed the
15 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

16 **THE CONDUCT**

17 15. In violation of the applicable sections of the California Labor Code and the
18 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
19 matter of company policy, practice and procedure, intentionally, knowingly and systematically
20 failed to provide legally compliant meal and rest periods, failed to accurately compensate
21 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
22 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
23 time worked, failed to compensate PLAINTIFF for off-the-clock work, failed to reimburse
24 PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses and failed to
25 issue to PLAINTIFF, and the members of the CALIFORNIA CLASS with accurate itemized
26 wage statements showing, among other things, all applicable hourly rates in effect during the pay
27 periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS'
28 uniform policies and practices are intended to purposefully avoid the accurate and full payment

1 for all time worked as required by California law which allows DEFENDANTS to illegally profit
2 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
3 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS
4 PERIOD should be adjusted accordingly.

5 **A. Meal Period Violations**

6 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
7 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including
9 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
10 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
11 without paying them for all the time they were under DEFENDANTS' control. Specifically, as
12 a result of, among other reasons, PLAINTIFF's demanding work requirements, and
13 DEFENDANTS under staffing, from time-to-time, DEFENDANTS required PLAINTIFF to
14 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
15 Additionally, PLAINTIFF was from time-to-time interrupted by work assignments while clocked
16 out for what should have been PLAINTIFF's off-duty meal break. As a result, the PLAINTIFF
17 and other CALIFORNIA CLASS members forfeited minimum wage and overtime wages by
18 regularly working without their time being accurately recorded and without compensation at the
19 applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not
20 to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is evidenced
21 by DEFENDANTS' business records.

22 17. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
23 schedules, and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
24 CALIFORNIA CLASS members were from time-to-time unable to take thirty (30) minutes off
25 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
26 other members of the CALIFORNIA CLASS were required from time-to-time to perform work
27 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving
28 a meal break. Further, DEFENDANTS from time-to-time failed to provide PLAINTIFF and

1 CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which
2 these employees were required by DEFENDANTS to work ten (10) hours of work from time-to-
3 time. The nature of the work performed by the PLAINTIFF and the members of the
4 CALIFORNIA CLASS does not qualify for limited and narrowly construed “on-duty” meal
5 period exception. When they were provided with meal periods, PLAINTIFF and other
6 CALIFORNIA CLASS Members were, from time to time, required to remain on the premises,
7 on duty and/or on call. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
8 forfeited meal breaks without additional compensation and in accordance with DEFENDANTS’
9 strict corporate policy and practice.

10 **B. Rest Period Violations**

11 18. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
12 CALIFORNIA CLASS members were also required from time-to-time to work in excess of four
13 (4) hours without being provided ten (10) minute rest periods as a result of, among other reasons,
14 their rigorous work schedules, and DEFENDANTS’ inadequate staffing. Further, for the same
15 reasons these employees were denied their first rest periods of at least ten (10) minutes for some
16 shifts worked of at least two (2) to four (4) hours from time-to-time, a first and second rest period
17 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from
18 time-to-time, and a first, second, and third rest period of at least ten (10) minutes for some shifts
19 worked of ten (10) hours or more from time-to-time. PLAINTIFF and other CALIFORNIA
20 CLASS members were also not provided with one-hour wages in lieu thereof. When they were
21 provided with rest periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from
22 time to time, required to remain on the premises, on duty and/or on call. As a result of their
23 rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other
24 CALIFORNIA CLASS members were from time-to-time denied their proper rest periods by
25 DEFENDANTS and DEFENDANTS’ managers.

26 **C. Unreimbursed Business Expenses**

27 19. DEFENDANTS as a matter of corporate policy, practice, and procedure,
28 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and

1 the members of the CALIFORNIA CLASS for required business expenses they incurred in direct
2 consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor
3 Code Section 2802, employers are required to indemnify employees for all expenses incurred in
4 the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
5 employer shall indemnify his or her employee for all necessary expenditures or losses incurred
6 by the employee in direct consequence of the discharge of his or her duties, or of his or her
7 obedience to the directions of the employer, even though unlawful, unless the employee, at the
8 time of obeying the directions, believed them to be unlawful."

9 20. From time-to-time during the CLASS PERIOD, PLAINTIFF and members of the
10 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular
11 phones, as a result of and in furtherance of their job duties as employees for DEFENDANTS.
12 Specifically, Plaintiff and members of the CALIFORNIA CLASS, used their personal cellular
13 phones to execute their job duties, to communicate with management, HR, and clock in and out.
14 But for the use of their personal cell phones, PLAINTIFF and the members of the CALIFORNIA
15 CLASS could not complete their essential job duties. Notwithstanding, DEFENDANTS did not
16 reimburse or indemnify PLAINTIFF or the members of the CALIFORNIA CLASS for the cost
17 associated with the use of their personal cellular phones for DEFENDANTS' benefit. As a result,
18 in the course of their employment with DEFENDANTS, PLAINTIFF and the members of the
19 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not
20 limited to, costs related to the use of their personal cellular, all on behalf of and for the benefit of
21 DEFENDANTS.

22 21. From time-to-time during the CLASS PERIOD, PLAINTIFF and members of the
23 CALIFORNIA CLASS were required by DEFENDANTS to purchase and wear an all-black
24 clothing uniform while at work, as a result of and in furtherance of their job duties as employees
25 for DEFENDANTS. Specifically, Plaintiff and members of the CALIFORNIA CLASS, had to
26 purchase and wear all black clothing to execute their job duties. But for the use of a distinctive
27 color, specifically black clothing for uniform, PLAINTIFF and the members of the
28 CALIFORNIA CLASS could not complete their essential job duties. Notwithstanding,

1 DEFENDANTS did not reimburse or indemnify PLAINTIFF or the members of the
2 CALIFORNIA CLASS for the cost associated with the purchase and use of all black clothing for
3 DEFENDANTS' benefit. As a result, in the course of their employment with DEFENDANTS,
4 PLAINTIFF and the members of the CALIFORNIA CLASS incurred unreimbursed business
5 expenses which included, but were not limited to, costs related to the purchase of all black
6 clothing, all on behalf of and for the benefit of DEFENDANTS.

7 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

8 22. During the CLASS PERIOD, from time-to-time, DEFENDANTS failed and continue to
9 fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
10 hours worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other
11 members of the CALIFORNIA CLASS to perform off-the-clock work pre-shift, post shift, and
12 during meal periods. Notwithstanding, from time-to-time DEFENDANTS failed to pay
13 PLAINTIFF and other members of the CALIFORNIA CLASS necessary wages for performing
14 work at DEFENDANTS' direction, request, and benefit, while off-the clock pre-shift, post-shift,
15 and during meal periods.

16 23. During the CLASS PERIOD, from time-to-time DEFENDANTS required
17 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift work, including
18 but not limited to, preparing to start his shift. Further, as discussed *supra*, PLAINTIFF and other
19 members of the CALIFORNIA CLASS were from time to time interrupted with work assignments
20 during their off-duty meal periods without additional compensation from DEFENDANTS.

21 24. DEFENDANTS directed and directly benefited from the uncompensated off-the-
22 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

23 25. DEFENDANTS controlled the work schedules, duties, protocols, applications,
24 assignments and employment conditions of PLAINTIFF and the other members of the
25 CALIFORNIA CLASS.

26 26. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
27 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
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1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed, including off-the-clock work.

3 27. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
4 employees, subject to the requirements of the California Labor Code.

5 28. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members
6 of the CALIFORNIA CLASS of all minimum, regular and overtime wages owed for the off-the-
7 clock work activities and their required meal periods. Because PLAINTIFF and the other members
8 of the CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight
9 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

10 29. DEFENDANTS knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

12 30. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
13 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
14 for the time spent working off-the-clock pre-shift, and during meal periods. DEFENDANTS'
15 uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS
16 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS'
17 business records.

18 **E. Wage Statement Violations**

19 31. California Labor Code Section 226 requires an employer to furnish its employees an accurate
20 itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
21 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
23 employee and only the last four digits of the employee's social security number or an employee
24 identification number other than a social security number, (8) the name and address of the legal
25 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 32. From time-to-time during the CLASS PERIOD, when PLAINTIFF and other
28 CALIFORNIA CLASS members missed meal and rest breaks, were paid inaccurate missed meal

1 and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to
2 provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and
3 accurate wage statements which failed to show, among other things, all applicable hourly rates in
4 effect during the pay period and the corresponding amount of time worked at each hourly rate,
5 correct rates of pay for penalty payments or missed meal and rest periods.

6 33. In addition to the violations described above, DEFENDANTS, from time-to-time,
7 failed to provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements that
8 comply with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other
9 members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226.
10 Further, DEFENDANTS' violations are knowing and intentional, were not isolated or due to an
11 unintentional payroll error due to clerical or inadvertent mistake.

12 **F. Unlawful Rounding Violation**

13 34. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place an
14 immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA
15 CLASS Members for the actual time these employees worked each day, including overtime hours.
16 Specifically, the DEFENDANT had in place an unlawful rounding policy and practice that resulted
17 in PLAINTIFF and CALIFORNIA CLASS Members being undercompensated for all of their time
18 worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round
19 the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and the members of the
20 CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including
21 the applicable overtime compensation for overtime worked. As a result, PLAINTIFF, and other
22 CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked
23 by working without their time being accurately recorded and without compensation at the applicable
24 overtime rates.

25 35. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
26 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
27 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
28 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as

1 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
2 duty meal break. Additionally, DEFENDANT'S unlawful rounding policy and practice caused
3 PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT
4 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

5 **G. Timekeeping Manipulation**

6 36. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
7 immutable timekeeping system to accurately record and pay PLAINTIFF and CALIFORNIA
8 CLASS Members for the actual time PLAINTIFF and CALIFORNIA CLASS Members worked
9 each day, including regular time, overtime hours, sick pay, meals, and rest breaks. As a result,
10 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
11 DEFENDANTS' timekeeping system for PLAINTIFF and CALIFORNIA CLASS Members in
12 order to avoid paying these employees for all hours worked, applicable overtime compensation,
13 applicable sick pay, missed meal breaks and missed rest break.

14 37. As a result, Plaintiff and CALIFORNIA CLASS Members, from time-to-time, forfeited
15 time worked by working without their time being accurately recorded and without compensation
16 at the applicable pay rates.

17 38. The mutability of the timekeeping system also allowed DEFENDANTS to alter
18 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
19 timekeeping system so as to create the appearance that PLAINTIFF and CALIFORNIA CLASS
20 Members clocked out for thirty (30) minute meal break when in fact the employees were not at all
21 times provided an off-duty meal break. This practice is a direct result of DEFENDANT'S uniform
22 policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks
23 each day or otherwise compensate them for missed meal breaks.

24 39. As a result, Plaintiff and CALIFORNIA CLASS Members forfeited wages due to
25 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time the
26 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay
27 PLAINTIFF and CALIFORNIA CLASS Members wages for all hours worked in accordance with
28 applicable law is evidenced by DEFENDANTS' business records.

1 40. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off
2 duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
3 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5) hours
4 during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide
5 PLAINTIFF with a second off-duty meal period each workday in which he was required by
6 DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a
7 rest break, they required PLAINTIFF to remain on duty and on-call for the rest break. DEFENDANT
8 policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-
9 duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional
10 compensation and in accordance with DEFENDANT'S strict corporate policy and practice.
11 Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to comply with Cal.
12 Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF for required business
13 expenses related to the personal expenses incurred for the use of his personal cell phone, and
14 purchase of any tools, on behalf of and in furtherance of his employment with DEFENDANT. To
15 date, DEFENDANT has not fully paid PLAINTIFF any penalty wages owed to him under Cal. Lab.
16 Code § 203.

17 **H. Failure To Provide Personnel File**

18 41. On or about March 19, 2025, Plaintiff Vallejo Hurtado's Counsel Haines Law Group,
19 as Plaintiff's legal representative, caused a written request via certified mail to be delivered to
20 Defendant for Plaintiff's personnel and employment records, including but not limited to (1) Payroll
21 records, (2) employment contracts; (3) itemized pay stubs, and (4) Plaintiff's complete employment
22 file, true and correct copies of which are attached hereto as Exhibit 2.

23 42. On May 13, 2025, Plaintiff's Counsel Haines Law Group, as Plaintiff's legal
24 representative, caused a second written request via certified mail to be delivered to Defendant for
25 Plaintiff's personnel and employment records, including but not limited to (1) Payroll records, (2)
26 employment contracts; (3) itemized pay stubs, and (4) Plaintiff's complete employment file, true
27 and correct copies of which are attached hereto as Exhibit 2.

1 43. Defendant failed to provide and/or make available to Plaintiff Vallejo Hurtado his
2 personnel records, payroll records, employment contracts, and entire employment file within thirty
3 (30) days of all his requests as stated above. In fact, as of the filing of this Complaint, Defendant
4 still has not provided Plaintiff Vallejo Hurtado his personnel records, pay stubs, and employment
5 file and Defendant has failed to pay Plaintiff the statutory penalty in the amount of \$750.00.

6 **CLASS ACTION ALLEGATIONS**

7 44. PLAINTIFF brings the First through Ninth Causes of Action as a class action pursuant to
8 California Code of Civil Procedure § 382 on behalf the CALIFORNIA CLASS, defined *supra*, that
9 worked for DEFENDANT in California at any time beginning four (4) years prior to the filing of
10 this Complaint and ending on the date as determined by the Court (“CLASS PERIOD”).

11 45. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
12 deprived of wages and penalties from unpaid wages earned and due, including but not limited to,
13 unpaid meal and rest period premiums, illegal meal and rest period policies, failure to separately
14 compensate rest periods, failure to separately compensate, failure to provide accurate itemized
15 wage statements, failure to maintain required records, and interest, statutory and civil penalties,
16 attorney’s fees, costs, and expenses.

17 46. The members of the class are so numerous that joinder of all class members is
18 impractical.

19 47. Common questions of law and fact regarding DEFENDANT’S conduct, including
20 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to provide
21 legally compliant meal and rest periods, failing to reimburse business expenses, failure to provide
22 accurate itemized wage statements accurate, and failure ensure they are paid at least minimum
23 wage and overtime, exist as to all members of the class and predominate over any questions
24 affecting solely any individual members of the class. Among the questions of law and fact
25 common to the class are:

- 26 a. Whether DEFENDANTS maintained legally compliant meal
27 period policies and practices;
28 b. Whether DEFENDANTS maintained legally compliant rest

1 period policies and practices;

2 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
3 CALIFORNIA CLASS members accurate premium payments for
4 missed meal and rest periods;

5 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
6 CALIFORNIA CLASS members accurate overtime wages and
7 sick pay;

8 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
9 CALIFORNIA CLASS members at least minimum wage for all
10 hours worked;

11 f. Whether DEFENDANTS reimbursed PLAINTIFF and the
12 CALIFORNIA CLASS members for required business expenses;

13 g. Whether DEFENDANTS issued legally compliant wage
14 statements;

15 h. Whether DEFENDANTS failed to pay PLAINTIFF and other
16 CALIFORNIA CLASS members their gratuities

17 i. Whether DEFENDANTS committed an act of unfair
18 competition by systematically failing to record and pay
19 PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all time worked;

21 j. Whether DEFENDANTS committed an act of unfair
22 competition by systematically failing to record all meal and rest
23 breaks missed by PLAINTIFF and other CALIFORNIA CLASS
24 members, even though DEFENDANTS enjoyed the benefit of this
25 work, required employees to perform this work and permits or
26 suffers to permit this work;

27 k. Whether DEFENDANTS committed an act of unfair
28 competition in violation of the UCL, by failing to provide the

1 PLAINTIFF and the other members of the CALIFORNIA
2 CLASS with the legally required meal and rest periods.

3 l. Whether DEFENDANTS committed an act of unfair
4 competition in violation of the UCL, by failing to provide the
5 PLAINTIFF and the other members of the CALIFORNIA
6 CLASS with the lawful deductions.

7 m. Defendant has failed to provide Plaintiff his personnel file and
8 payroll records.

9 48. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
10 result of DEFENDANTS' conduct and actions alleged herein.

11 49. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the
12 same interests as the other members of the class.

13 50. PLAINTIFF will fairly and adequately represent and protect the interests of the
14 CALIFORNIA CLASS members.

15 51. PLAINTIFF retained able class counsel with extensive experience in class action
16 litigation.

17 52. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
18 interests of the other CALIFORNIA CLASS members.

19 53. There is a strong community of interest among PLAINTIFF and the members of the
20 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are
21 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
22 sustained;

23 54. The questions of law and fact common to the CALIFORNIA CLASS members
24 predominate over any questions affecting only individual members, including legal and factual
25 issues relating to liability and damages.

26 55. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because joinder of all class members is impractical. Moreover,
28 since the damages suffered by individual members of the class may be relatively small, the

1 expense and burden of individual litigation makes it practically impossible for the members of the
2 class individually to redress the wrongs done to them. Without class certification and
3 determination of declaratory, injunctive, statutory, and other legal questions within the class
4 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
5 create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of
7 the CALIFORNIA CLASS which would establish incompatible standards of
8 conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA
10 CLASS which would as a practical matter be dispositive of the interests of the
11 other members not party to the adjudication or substantially impair or impeded
12 their ability to protect their interests.

13 56. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
15 the conduct of DEFENDANTS.

16 **FIRST CAUSE OF ACTION**

17 **For Unlawful Business Practices**

18 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

20 57. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 58. DEFENDANT is a “person[s]” as that term is defined under Cal. Bus. and Prof.
24 Code § 17021.

25 59. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
26 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
27 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
28 as follows:

1 Any person who engages, has engaged, or proposes to engage in
2 unfair competition may be enjoined in any court of competent
3 jurisdiction. The court may make such orders or judgments,
4 including the appointment of a receiver, as may be necessary to
5 prevent the use or employment by any person of any practice which
6 constitutes unfair competition, as defined in this chapter, or as may
7 be necessary to restore to any person in interest any money or
8 property, real or personal, which may have been acquired by means
9 of such unfair competition.

10 Cal. Bus. & Prof. Code § 17203.

11 60. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
12 CLASS members, during the CLASS PERIOD, DEFENDANT commit acts of unfair competition
13 in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
14 (the “UCL”), by engaging and continuing to engage in business practices which violates California
15 law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of
16 Regulations and the California Labor Code including Sections 201, 201.3, 202, 203, 204 *et seq.*,
17 210, 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3, 232, 246, 226.7, 227.3, 351, 510,
18 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and
19 2804 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus.
20 & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
21 unfair competition, including restitution of wages wrongfully withheld.

22 61. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
23 in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous,
24 or substantially injurious to employees, and were without valid justification or utility for which
25 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
26 Business & Professions Code, including restitution of wages wrongfully withheld.

27 62. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
28 fraudulent in that DEFENDANT’s uniform policy and practice failed to, *inter alia*, provide the

1 legally mandated meal and rest periods, the required accurate amount of compensation for missed
2 meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
3 statements, and unlawful deductions, due to a systematic business practice that cannot be justified,
4 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in
5 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and
6 equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
7 wrongfully withheld.

8 63. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
9 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
10 other members of the CALIFORNIA CLASS to be underpaid during their employment with
11 DEFENDANT.

12 64. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
13 and deceptive in that DEFENDANT's uniform policies, practices and procedures failed to, *inter*
14 *alia*, provide the legally mandated meal and rest periods, the required accurate amount of
15 compensation for missed meal and rest periods, overtime and minimum wages owed, provide
16 accurate itemized wage statements, to PLAINTIFF and the other members of the CALIFORNIA
17 CLASS as required by Cal. Labor Code.

18 65. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
19 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
20 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
21 each workday in which a second off-duty meal period was not timely provided for each ten (10)
22 hours of work.

23 66. PLAINTIFF further demands on behalf of himself and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off duty paid
25 rest period was not timely provided as required by law.

26 67. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of
27 the CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
28 calculated overtime and missed meal and rest periods premiums.

68. By and through the unlawful and unfair business practices described herein, DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANTS to unfairly compete against competitors who comply with the law.

69. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

70. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all overtime worked.

71. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

72. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

1 **For Failure to Pay Overtime Compensation**

2 **[Cal. Lab. Code §§ 510, *et seq.*]**

3 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

4 73. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate
5 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

6 74. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period beginning
7 four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a claim
8 for DEFENDANTS’ willful and intentional violations of the California Labor Code and the
9 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees
10 for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
11 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

12 75. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,
13 an employer must timely pay its employees for all hours worked.

14 76. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
15 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they
16 receive additional compensation beyond their regular wages in amounts specified by law.

17 77. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages, including
18 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
19 further states that the employment of an employee for longer hours than those fixed by the Industrial
20 Welfare Commission is unlawful.

21 78. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members were
22 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
23 worked or were not accurately compensated for all overtime hours worked.

24 79. DEFENDANTS’ uniform pattern of unlawful wage and hour practices manifested, without
25 limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
26 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
27 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
28 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work

1 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
2 forty (40) hours in any workweek.

3 80. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
4 calculated the amount of overtime worked and the applicable overtime rates and consequently
5 underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
6 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other
7 benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements
8 and other applicable laws and regulations.

9 81. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation
11 for all overtime worked.

12 82. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
13 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the
14 other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
15 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would
16 preclude the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this
17 Action on behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations
18 of non-negotiable, non-waivable rights provided by the State of California.

19 83. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
20 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
21 earned wages.

22 84. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
23 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
24 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
25 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
26 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay using
27 the applicable overtime rate as evidenced by DEFENDANTS' business records and witnessed by
28 employees.

1 85. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
2 PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
3 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue
4 to suffer an economic injury in amounts which are presently unknown to them and which will be
5 ascertained according to proof at trial.

6 86. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the
7 CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
8 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
9 employees for their labor as a matter of uniform company policy, practice and procedure, and
10 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
11 members of the CALIFORNIA CLASS for overtime worked.

12 87. In performing the acts and practices herein alleged in violation of California labor laws, and
13 refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
14 them with the requisite overtime compensation, DEFENDANTS acted and continues to act
15 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
17 consequences to them, and with the despicable intent of depriving them of their property and legal
18 rights, and otherwise causing them injury in order to increase company profits at the expense of
19 these employees.

20 88. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
21 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs,
22 as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided
23 by the California Labor Code and/or other applicable statutes. To the extent overtime compensation
24 is determined to be owed to the CALIFORNIA CLASS Members who have terminated their
25 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
26 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
27 penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS'
28 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and

1 other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

2 ///

3 ///

4 **THIRD CAUSE OF ACTION**

5 **For Failure to Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1194.2, 1197 and 1197.1]**

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

8 89. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate
9 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

10 90. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
11 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
12 Welfare Commission requirements for DEFENDANT's failure to accurately record, calculate and
13 pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members
14 during the CLASS PERIOD.

15 91. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,
16 an employer must timely pay its employees for all hours worked.

17 92. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission
18 is the minimum wage to be paid to employees, and the payment of a less wage than the minimum
19 so fixed is unlawful.

20 93. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
21 minimum wage compensation and interest thereon, together with the costs of suit.

22 94. DEFENDANT maintain a uniform wage practice of paying PLAINTIFF and the other
23 members of the CALIFORNIA CLASS without regard to the correct amount of time they work.
24 For instance, as set forth herein, DEFENDANTS maintained a uniform policy that required
25 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
26 meal break without compensation. Further, as set forth herein, DEFENDANTS' uniform policy and
27 practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and
28 the other members of the CALIFORNIA CLASS.

1 95. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
3 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
4 members of the CALIFORNIA CLASS in regard to minimum wage pay.

5 96. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
6 calculated the correct time worked and consequently underpaid the actual time worked by
7 PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
10 regulations.

11 97. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 minimum wage compensation for their time worked for DEFENDANTS.

14 98. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
15 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
16 earned wages.

17 99. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
19 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue
20 to suffer an economic injury in amounts which are presently unknown to them and which will be
21 ascertained according to proof at trial.

22 100. DEFENDANTS knew or should have known that PLAINTIFF and the other
23 members of the CALIFORNIA CLASS were under compensated for their time worked.
24 DEFENDANTS systematically elected, either through intentional malfeasance or gross
25 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
26 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
27 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
28 their time worked.

101. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

102. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

103. Pursuant to Labor Code § 1194.2, Plaintiff and CALIFORNIA CLASS are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

105. During the CLASS PERIOD, from time-to-time, DEFENDANTS failed to provide

1 all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS
2 members as required by the applicable Wage Order and Labor Code. The nature of the work
3 performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees
4 from being relieved of all their duties for the legally required off-duty meal periods. As a result of
5 their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from
6 time-to-time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally,
7 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
8 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS'
9 business records from time-to-time. Further, DEFENDANTS failed to provide PLAINTIFF and
10 CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which
11 these employees were required by DEFENDANTS to work ten (10) hours of work. As a result,
12 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
13 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
14 and practice.

15 106. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable
16 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who
17 were not provided a meal period, in accordance with the applicable Wage Order, one additional hour
18 of compensation at each employee's regular rate of compensation for each workday that a meal
19 period was not provided.

20 107. As a proximate result of the aforementioned violations, PLAINTIFF and
21 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
22 seek all wages earned and due, interest, penalties, expenses and costs of suit.

23 **FIFTH CAUSE OF ACTION**

24 **For Failure to Provide Required Rest Periods**

25 **[Cal. Lab. Code §§ 226.7 & 512]**

26 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

27 108. PLAINTIFF, and other members of the CALIFORNIA CLASS, reallege and
28 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

109. During the CLASS PERIOD, PLAINTIFF and other members of the CALIFORNIA CLASS were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time-to-time. PLAINTIFF and other members of the CALIFORNIA CLASS were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other members of the CALIFORNIA CLASS were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

110. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and other members of the CALIFORNIA CLASS who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that rest period was not provided.

111. As a proximate result of the aforementioned violations, PLAINTIFF and other members of the CALIFORNIA CLASS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code §§ 2800 and 2802, and the Applicable IWC Wage Order § 9]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

112. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. Cal. Labor Code §2800 provides, in pertinent part, “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

114. Cal. Lab. Code § 2802 provides, in relevant part, that:

1 An employer shall indemnify his or her employee for all necessary expenditures or losses
2 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
3 obedience to the directions of the employer, even though unlawful, unless the employee, at the time
4 of obeying the directions, believed them to be unlawful.

5 115. Further, Cal. Labor Code §2902 additionally provides, in pertinent part: “(c) ... the
6 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not limited
7 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

8 116. The Applicable IWC Wage Order §9 provides that “When tools or equipment are
9 required by the employer or are necessary to the performance of a job, such tools and equipment
10 shall be provided and maintained by the employer...”

11 117. California Labor Code section 2804 mandates that this statutory right cannot be
12 waived.

13 118. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
14 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
15 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
16 DEFENDANTS’ benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the
17 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using
18 their personal cellular phone and cost of tools on behalf of and for the benefit of DEFENDANTS.
19 Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by
20 DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of
21 DEFENDANTS. Additionally, DEFENDANT required specific tools paid for by all employees to
22 execute their essential job duties on behalf of DEFENDANT. DEFENDANTS’ practice and
23 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for
24 expenses resulting from using their personal cellular phones for DEFENDANTS within the course
25 and scope of their employment for DEFENDANTS. These expenses were necessary to complete
26 their principal job duties. DEFENDANTS are estopped by DEFENDANTS’ conduct to assert any
27 waiver of their expectation. Although these expenses were necessary expenses incurred by
28 PLAINTIFF and the members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify

1 and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as
2 an employer is required to do under the laws and regulations of California.

3 119. PLAINTIFF therefore demands reimbursement on behalf of the members of the
4 CALIFORNIA CLASS for expenditures or losses incurred in the discharge of their job duties and
5 on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest
6 at the statutory rate and costs under Cal. Lab. Code § 2802.

7 **SEVENTH CAUSE OF ACTION**

8 **For Failure to Provide Accurate Itemized Statements**

9 **[Cal. Lab. Code §§ 226 and 226.2]**

10 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

11 120. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

13 121. Cal. Labor Code § 226 provides that an employer must furnish employees with an
14 “accurate itemized” statement in writing showing:

15 18. Gross wages earned;

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

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

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

23 22. Net wages earned;

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

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

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

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

122. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of California Labor Code Section 226.

123. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN DUE

(Cal. Lab. Code §§ 201, 202, 203, and 204)

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

125. Cal. Lab. Code § 200 provides that:

As used in this article: (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

1 (b) "Labor" includes labor, work, or service whether rendered
2 or performed under contract, subcontract, partnership, station
3 plan, or other agreement if the labor to be paid for is
4 performed personally by the person demanding payment.

5 126. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an
6 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

7 127. Cal. Lab. Code § 202 provides, in relevant part, that:

8 If an employee not having a written contract for a definite
9 period quits his or her employment, his or her wages shall
10 become due and payable not later than 72 hours thereafter,
11 unless the employee has given 72 hours previous notice of his
12 or her intention to quit, in which case the employee is entitled
13 to his or her wages at the time of quitting. Notwithstanding
14 any other provision of law, an employee who quits without
15 providing a 72-hour notice shall be entitled to receive payment
16 by mail if he or she so requests and designates a mailing
17 address. The date of the mailing shall constitute the date of
18 payment for purposes of the requirement to provide payment
19 within 72 hours of the notice of quitting.

20 128. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
21 Members' employment contract.

22 129. Cal. Lab. Code § 203 provides:

23 If an employer willfully fails to pay, without abatement or
24 reduction, in accordance with Sections 201, 201.5, 202, and
25 205.5, any wages of an employee who is discharged or who
26 quits, the wages of the employee shall continue as a penalty
27 from the due date thereof at the same rate until paid or until an
28

1 action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 130. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANTS has not tendered payment of wages, to these employees who
5 missed meal and rest breaks, as required by law.

6 131. Cal. Lab. Code § 204 provides in part:

7 All wages, ...earned by any person in any employment are due and payable
8 twice during each calendar month, on days designated in advance by the
9 employer as the regular paydays.

10 132. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
11 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty
12 days of pay as penalty for not paying all wages due at time of termination for all employees who
13 terminated employment during the CLASS PERIOD, and demands an accounting and payment of
14 all wages due, plus interest and statutory costs as allowed by law.

15 **NINTH CAUSE OF ACTION**

16 **Failure to Provide Personnel File In Violation of Cal. Lab. Code 1194.5.**

17 **[Cal. Lab. Code §1194.5]**

18 **(By PLAINTIFF and Against All DEFENDANTS)**

19 133. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
20 though fully set forth herein.

21 134. On or about March 19, 2025, Plaintiff Vallejo Hurtado's Counsel Haines Law Group,
22 as Plaintiff's legal representative, caused a written request via certified mail to be delivered to
23 Defendant for Plaintiff's personnel and employment records, including but not limited to (1) Payroll
24 records, (2) employment contracts; (3) itemized pay stubs, and (4) Plaintiff's complete employment
25 file, true and correct copies of which are attached hereto as Exhibit 2.

26 135. On May 13, 2025, Plaintiff's Counsel Haines Law Group, as Plaintiff's legal
27 representative, caused a second written request via certified mail to be delivered to Defendant for
28 Plaintiff's personnel and employment records, including but not limited to (1) Payroll records, (2)

1 employment contracts; (3) itemized pay stubs, and (4) Plaintiff's complete employment file, true
2 and correct copies of which are attached hereto as Exhibit 2.

3 136. Defendant failed to provide and/or make available to Plaintiff Vallejo Hurtado his
4 personnel records, payroll records, employment contracts, and entire employment file within thirty
5 (30) days of all his requests as stated above. In fact, as of the filing of this Complaint, Defendant
6 still has not provided Plaintiff Vallejo Hurtado his personnel records, pay stubs, and employment
7 file and Defendant has failed to pay Plaintiff the statutory penalty in the amount of \$750.00.

8 137. Defendant has violated Cal. Lab. Code Section 1198.5 by failing to respond and
9 provide Plaintiff with his employment file. Section 1198.5 states that employees (and former
10 employees) have the right to inspect personnel records maintained by the employer "related to the
11 employee's performance or to any grievance concerning the employee." Employers must allow
12 inspection or copying within thirty (30) days of the request. Plaintiff requested his employment file
13 via certified mail—twice—and DEFENDANT failed to respond. As a result, Plaintiff is now entitled
14 to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a statutory
15 penalty of \$750, and an award of attorneys' fees and costs for bringing this action.

16 **TENTH CAUSE OF ACTION**

17 **For Violation of the Private Attorneys General Act**

18 **[Cal. Lab. Code §§ 2698 ET SEQ. ("PAGA")]**

19 **(By PLAINTIFF and Against All DEFENDANTS)**

20 138. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
21 though fully set forth herein.

22 139. PAGA is a mechanism by which the State of California itself can enforce state labor
23 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
24 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
25 a law enforcement action designed to protect the public and not to benefit private parties. The
26 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
27 citizens as private attorney generals to enforce the Labor Code. In enacting PAGA, the California
28 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as

1 private attorneys general to recover civil penalties for Labor Code violations...“Stats. 2003, ch. 906,
2 § 1. Accordingly, PAGA claims cannot be subject to arbitration.

3 140. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
4 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
5 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
6 violation of the Labor Code may, as an alternative, be recovered through civil action brought by an
7 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
8 to the procedures specified in Labor Code § 2699.3.

9 141. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
12 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
13 Defendants violated these provisions of the Labor Code.

14 142. Defendants’ conduct violates numerous Wage Orders and Labor Code sections
15 including, but not limited to, the following:

16 a. Violation of Labor Code §§ 201, 201.3, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 218,
17 221, 226(a), 226(a)(1)-(9), 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1102.5, 1174(d),
18 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804 for failure to timely pay
19 all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other
20 aggrieved employees during employment and upon separation of employment as herein alleged;

21 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
22 Plaintiff and other aggrieved employees failure to pay premium wages for missed meal periods and
23 herein alleged;

24 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other
25 aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

26 d. Violation of Labor Code §226 for failure to provide accurate itemized wage
27 statements to Plaintiff and other aggrieved employees as herein alleged;
28

1 e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and
2 complete records showing, among other things, the hours worked daily by and the wages paid to
3 aggrieved employees; and

4 f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiff and other
5 aggrieved employees as herein alleged.

6 143. PLAINTIFF is an “AGGRIEVED EMPLOYEE” because he was employed by the
7 alleged violator and had one or more of the violations committed against him, and therefore is
8 properly suited to represent the interest of all the other AGGRIEVED EMPLOYEES.

9 144. PLAINTIFF has exhausted the procedural requirements under Labor Code § 2699.3
10 as to DEFENDANTS and is therefore able to pursue a claim for penalties on behalf of himself and
11 all other aggrieved employees under PAGA. See Exhibit 1 for a true and correct copy of the LWDA
12 Notice.

13 145. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, PLAINTIFF is entitled to
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
15 above.

16 146. For bringing this action, PLAINTIFF is entitled to attorney’s fees and costs
17 incurred herein.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF, on his own behalf and on behalf of all other similarly
20 situated, prays for judgment against each DEFENDANT, jointly and severally, as follows:

21 1. On behalf of the CALIFORNIA CLASS:

22 A) That the Court certify the First through Ninth Causes of Action by the CALIFORNIA
23 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

24 B) An order temporarily, preliminarily and permanently enjoining and restraining
25 DEFENDANT from engaging in similar unlawful conduct as set forth herein;

26 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
27 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS;
28

1 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
2 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other
3 members of the CALIFORNIA CLASS; and,

4 E) Compensatory damages, according to proof at trial, including compensatory
5 damages for overtime compensation due PLAINTIFF and the other members of the CALIFORNIA
6 CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at the
7 statutory rate;

8 F) For economic and/or special damages in an amount according to proof with interest
9 thereon;

10 G) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
11 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
12 CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
13 thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

14 H) Meal and rest period compensation pursuant to California Labor Code Sections
15 226.7, 512 and the applicable IWC Wage Order; and

16 I) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197.

17 J) For Statutory penalties to the extent permitted by law, including those pursuant to
18 the Labor Code and IWC Wage Orders;

19 2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

20 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
21 General Act of 2004; and

22 b. An Award of penalties, attorneys' fees, and costs of suit, as allowable under the law.

23 3. On all claims:

24 A) An award of interest, including prejudgment interest at the legal rate;

25 B) Such other and further relief as the Court deems just and equitable; and,

26 C) An award of penalties, attorneys' fees, and cost of suit, as allowable under the law,
27 including, but not limited to, pursuant to Labor Code §203, §204, §226, §1194, §2699 *et seq.*,
28 and/or §2802.

1 D) For prejudgment and post judgment interest on each of the foregoing at the legal
2 rate from the date the obligation became due through the date of judgment in this matter.

3 E) For any other relief that is just and proper.
4
5

6 Dated: January 23, 2026

7 **BARVIÉ LAW, APC**

8 By 
9 _____
10 NICOLE BARVIÉ, Esq.
11 Attorneys for Plaintiff(s)
12

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands trial by jury in this action.
15
16

17 Dated: January 23, 2026

18 **BARVIÉ LAW, APC**

19 By 
20 _____
21 NICOLE BARVIÉ, Esq.
22 Attorneys for Plaintiff
23
24
25
26
27
28

EXHIBIT 1

(LWDA NOTICE)

Barvié

— LAW —

August 4, 2025

VIA ONLINE FILING TO LWDA and CERTIFIED MAIL TO DEFENDANT

Labor & Workforce Development Agency Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612 PAGA@dir.ca.gov https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html <i>Via Online Electronic Submission</i>	MOVE CENTRAL, INC. Attn: Legal Dept. 1461 Palm Ave. San Diego, CA 92154 <i>Via Certified Mail</i>
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Re: Notice of Violation of California Labor Code Sections 201, 201.3, 202, 203, 204 et seq., 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(1)-(9), 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804 and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Carlos R. Vallejo Hurtado (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Move Central, Inc., a California Corporation and/or related parties (collectively referred to hereinafter as “Defendants”). Plaintiff, a foreman driver, was employed by Defendants in California from October 2021 to January 2025, as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks, as well as certain non-discretionary incentive payments. This letter is being sent simultaneously to Employers by certified mail.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General





Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, trainings at home on his own time and was never paid for that time. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers



failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

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



failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Claimant received zero premium pay during his employment. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies



regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a). Claimant claims he frequently was paid untimely and Employer would make excuses claiming the system was down. Frequently, Claimant's wage checks would bounce and the Employer would pay him in cash, or via Zelle.



Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Claimant also claims the Employer made unlawful deductions. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.



7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include reimbursement for Claimant and other Aggrieved Employees having to use their personal cell phone to download specific Applications to clock in and out, specifically the ADP app.

Accordingly, Employers violated the IWC Orders **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.



9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq. This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, et seq. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant’s intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers’ alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,

Nicole Barvié
Attorney for Plaintiff

EXHIBIT 2

(EMPLOYEE FILE REQUESTS)

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

MARCH 19, 2025

VIA U.S. CERTIFIED MAIL

Move Central Inc.
c/o Iura Ribak, Agent for Service of Process
1461 Palm Ave
San Diego, CA 92154

Re: **Carlos R. Vallejo**

To Move Central Inc. through its Agent for Service of Process, Iura Ribak:

We represent **Carlos R. Vallejo** with respect to claims arising from his employment with **Move Central Inc.** Please direct any and all further communications intended for Mr. Vallejo to our law firm. The purpose of this letter is to request copies of all of Mr. Vallejo's work-related records, as set forth below. A copy of the employment records inspection authorization signed by Mr. Vallejo is enclosed with this letter.

Personnel Records

As you may know, Labor Code Section 1198.5(a) states, "Every employee has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 1198.5(b) provides that "[t]he employer shall make the contents of those personnel records available to the employee at reasonable intervals and at reasonable times... but not later than 30 calendar days from the date the employer receives a written request." Similarly, Labor Code Section 432 provides, "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, [s]he shall be given a copy of the instrument upon request."

Accordingly, please forward to me all of Mr. Vallejo's personnel records, which include, but are not limited to: application(s) for employment; W-2 forms; I-9 forms; any and all documents signed by Mr. Vallejo, including, but not limited to, waivers of any kind, arbitration agreements, performance evaluations, warnings, documents reflecting corrective action and/or discipline, grievances, job assignments and/or job descriptions related to Mr. Vallejo's employment; any and all notes, memorandum, email or computer files which refer to and/or relate to Mr. Vallejo, and which were used to determine his qualifications for employment, promotions, additional compensation, separation from employment, any disciplinary action, or that pertain to any grievance concerning Mr. Vallejo.

Move Central Inc.
c/o Iura Ribak
Re: Carlos R. Vallejo
March 19, 2025
Page 2 of 2

Payroll Records

Labor Code Section 226(a) requires employers to keep a record of its employees' wage statements on file for at least three years "at the place of employment or at a central location within the State of California." Section 226(b) requires that employers afford "current and former employees the right to inspect or copy the records pertaining to their employment, upon reasonable request to the employer."

Therefore, in addition to my request for all personnel records, please also send all of Mr. Vallejo's payroll records to me no later than twenty-one (21) days from the date of this letter. See Labor Code Section 226(c).

Cordially,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'PH' or 'P.H.', is written over the printed name 'Paul Haines'.

Paul Haines

Employment Records Inspection Authorization

I hereby authorize my attorneys, Haines Law Group, APC to request, inspect and/or copy on my behalf the following employment-related records pertaining to me in the possession, custody, or control of **MOVE CENTRAL INC.**, and/or its related entities or persons.

- Personnel records, including those related to work performance, grievances, position descriptions, duties, transfers, reassignments, promotions, evaluations, discipline, counsel, benefits, discharge, resignation, lay off or retirement (California Labor Code §§ 226, 1174, 1175, 1198.5, Title 29 Code of Federal Regulations Parts 516.5 and 516.6);
- Any and all records related to my wages.

V

DATED: 03/19/25 _____


By: Carlos Ricardo Vallejo (Mar 19, 2025 15:16 PDT)
Carlos R. Vallejo

Last Four Digits of SSN: 0436 _____

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

MAY 13, 2025

VIA U.S. CERTIFIED MAIL

Move Central Inc.
Attn: Human Resources
8963 Carroll Way Ste. B1
San Diego, CA 92121

Re: **Carlos R. Vallejo**

To Move Central Inc. through its Agent for Service of Process, Iura Ribak:

We represent **Carlos R. Vallejo** with respect to claims arising from his employment with **Move Central Inc.** Please direct any and all further communications intended for Mr. Vallejo to our law firm. The purpose of this letter is to request copies of all of Mr. Vallejo's work-related records, as set forth below. A copy of the employment records inspection authorization signed by Mr. Vallejo is enclosed with this letter.

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Move Central Inc.
Attn: Human Resources
Re: Carlos R. Vallejo
May 13, 2025
Page 2 of 2

Payroll Records

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Cordially,
HAINES LAW GROUP, APC


Paul Haines

Employment Records Inspection Authorization

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- Any and all records related to my wages.

V

DATED: 03/19/25

By: 
Carlos Ricardo Vallejo (Mar 19, 2025 15:16 PDT)

Carlos R. Vallejo

Last Four Digits of SSN: 0436