

Arby Aiwarzian (SBN 269827)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020  
Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)  
jill@parkerminne.com  
S. Emi Minne (State Bar No. 253179)  
emi@parkerminne.com  
**PARKER & MINNE, LLP**  
700 S. Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6833 / Fax: (310) 889-0822

*Attorneys for Plaintiffs*

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

BRYANT MORALES, individually, and on  
behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act, and MELISSA PACHECO,  
individually, and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiffs,

vs.

URBANE CAFE OPERATIONS, LLC, a  
Delaware limited liability company; TGH  
ENTERPRISES, INC., an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23AHCV01511

**FIRST AMENDED COMPLAINT FOR  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE § 2698, ET  
SEQ.**

Violation of California Labor Code §  
2698, et seq. (California Labor Code  
Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

COME NOW, Plaintiff BRYANT MORALES (“Morales”) and Plaintiff MELISSA PACHECO (“Pacheco”, collectively with Morales, “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

### **JURISDICTION AND VENUE**

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000) each.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

### **PARTIES**

5. Plaintiff BRYANT MORALES is an individual residing in the State of California, County of Los Angeles.

1           6.       Plaintiff MELISSA PACHECO is an individual residing in the State of  
2 California, County of Kern.

3           7.       Defendant URBANE CAFE OPERATIONS, LLC at all times herein  
4 mentioned, was and is, upon information and belief, an employer whose employees are  
5 engaged throughout the State of California, including the County of Los Angeles.

6           8.       Defendant TGH ENTERPRISES, INC. at all times herein mentioned, was and  
7 is, upon information and belief, an employer whose employees are engaged throughout the  
8 State of California, including the County of Los Angeles.

9           9.       At all relevant times, Defendants URBANE CAFE OPERATIONS, LLC and  
10 TGH ENTERPRISES, INC. were the “employer” of Plaintiffs within the meaning of all  
11 applicable state laws and statutes.

12          10.      At all times herein relevant, URBANE CAFE OPERATIONS, LLC, TGH  
13 ENTERPRISES, INC., and DOES 1 through 100, and each of them, were the agents,  
14 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-  
15 interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were  
16 acting within the course and scope of their authority as such agents, partners, joint venturers,  
17 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts  
18 or omissions alleged herein were duly committed with the ratification, knowledge,  
19 permission, encouragement, authorization and/or consent of each defendant designated as a  
20 DOE herein.

21          11.      The true names and capacities, whether corporate, associate, individual or  
22 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue  
23 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on  
24 that information and belief allege, that each of the defendants designated as a DOE is legally  
25 responsible for the events and happenings referred to in this Complaint, and unlawfully  
26 caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek  
27 leave of court to amend this Complaint to show the true names and capacities when the same  
28 have been ascertained.

12. URBANE CAFE OPERATIONS, LLC, TGH ENTERPRISES, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

## PAGA ALLEGATIONS

14. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

15. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

16. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

17. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online

1 submission (hereinafter “Employee’s Notice”) to the Labor &  
2 Workforce Development Agency (hereinafter “LWDA”) and by U.S.  
3 Certified Mail to the employer of the specific provisions of the  
4 California Labor Code alleged to have been violated, including the  
5 facts and theories to support the alleged violations.

- 6 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the  
7 employer and the aggrieved employee by certified mail that it does not  
8 intend to investigate the alleged violation within sixty (60) calendar  
9 days of the postmark date of the Employee’s Notice. Upon receipt of  
10 the LWDA Notice, or if the LWDA Notice is not provided within  
11 sixty-five (65) calendar days of the postmark date of the Employee’s  
12 Notice, the aggrieved employee may commence a civil action pursuant  
13 to California Labor Code section 2699 to recover civil penalties in  
14 addition to any other penalties to which the employee may be entitled.

15 19. On April 26, 2023, Morales provided written notice by online submission to  
16 the LWDA and by U.S. Certified Mail to Defendants URBANE CAFE OPERATIONS, LLC  
17 and TGH ENTERPRISES, INC. of the specific provisions of the California Labor Code  
18 alleged to have been violated, including the facts and theories to support the alleged  
19 violations. Morales has not received an LWDA Notice within sixty-five (65) calendar days  
20 of the date of Morales’s notice.

21 20. On April 22, 2024, Pacheco provided written notice by online submission to  
22 the LWDA and by U.S. Certified Mail to Defendants URBANE CAFE OPERATIONS, LLC  
23 and TGH ENTERPRISES, INC. of the specific provisions of the California Labor Code  
24 alleged to have been violated, including the facts and theories to support the alleged  
25 violations. Pacheco has not received an LWDA Notice within sixty-five (65) calendar days  
26 of the date of Pacheco’s notice.

27 21. Therefore, Plaintiffs have satisfied the administrative prerequisites under  
28 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for

violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

### **GENERAL ALLEGATIONS**

22. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

23. Defendants, jointly and severally, employed Morales as an hourly-paid, non-exempt employee from approximately September 2022 to approximately January 2023 in the State of California, County of Los Angeles.

24. Defendants, jointly and severally, employed Pacheco as an hourly-paid, non-exempt employee from approximately May 2022 to approximately April 2023 in the State of California, County of Kern.

25. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs’ and the other aggrieved employees’ employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’ and the other aggrieved employees’ employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

30. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid  
2 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours  
3 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest  
4 breaks in violation of California law.

5 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
6 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
7 to receive certain wages for overtime compensation and that they were not receiving wages  
8 for overtime compensation.

9 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
10 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal  
11 periods during the relevant time period as required under the Industrial Welfare Commission  
12 Wage Orders and thus they are entitled to any and all applicable penalties.

13 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
14 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
15 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the  
16 other aggrieved employee's regular rate of pay when a meal period was missed, and they did  
17 not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the  
18 other aggrieved employee's regular rate of pay when a meal period was missed.

19 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
20 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
21 to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other  
22 aggrieved employees' regular rate of pay when a rest period was missed, and they did not  
23 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other  
24 aggrieved employees' regular rate of pay when a rest period was missed.

25 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
26 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
27 to receive at least minimum wages for compensation and that they were not receiving at least  
28 minimum wages for all hours worked.

1           37.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
2 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
3 to receive all wages owed to them upon discharge or resignation, including overtime and  
4 minimum wages and meal and rest period premiums, and they did not, in fact, receive all  
5 such wages owed to them at the time of their discharge.

6           38.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
7 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
8 to receive all wages owed to them during their employment. Plaintiffs and the other  
9 aggrieved employees did not receive payment of all wages, including overtime and minimum  
10 wages and meal and rest period premiums, within any time permissible under California  
11 Labor Code section 204.

12           39.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
13 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
14 to receive complete and accurate wage statements in accordance with California law, but, in  
15 fact, they did not receive complete and accurate wage statements from Defendants. The  
16 deficiencies included, *inter alia*, the failure to include the total number of hours worked by  
17 Plaintiffs and the other aggrieved employees.

18           40.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
19 knew or should have known that Defendants had to keep complete and accurate payroll  
20 records for Plaintiffs and the other aggrieved employees in accordance with California law,  
21 but, in fact, did not keep complete and accurate payroll records.

22           41.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
23 knew or should have known that Plaintiffs and the other aggrieved employees were entitled  
24 to reimbursement for necessary business-related expenses and costs.

25           42.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
26 knew or should have known that they had a duty to compensate Plaintiffs and the other  
27 aggrieved employees pursuant to California law, and that Defendants had the financial ability  
28 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and

1 falsely represented to Plaintiffs and the other aggrieved employees that they were properly  
2 denied wages, all in order to increase Defendants' profits.

3 43. At all material times set forth herein, Defendants failed to pay overtime wages  
4 to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved employees  
5 were required to work more than eight (8) hours per day and/or forty (40) hours per week  
6 without overtime compensation.

7 44. At all material times set forth herein, Defendants failed to provide  
8 uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

9 45. At all material times set forth herein, Defendants failed to pay Plaintiffs and  
10 the other aggrieved employees at least minimum wages for all hours worked.

11 46. At all material times set forth herein, Defendants failed to pay Plaintiffs and  
12 the other aggrieved employees all wages owed to them upon discharge or resignation.

13 47. At all material times set forth herein, Defendants failed to pay Plaintiffs and  
14 the other aggrieved employees' wages within any time permissible under California law,  
15 including, *inter alia*, California Labor Code section 204.

16 48. At all material times set forth herein, Defendants failed to provide complete  
17 and accurate wage statements to Plaintiffs and the other aggrieved employees.

18 49. At all material times set forth herein, Defendants failed to keep complete and  
19 accurate payroll records for Plaintiffs and the other aggrieved employees.

20 50. At all material times set forth herein, Defendants failed to reimburse Plaintiffs  
21 and the other aggrieved employees for necessary business-related expenses and costs.

22 51. At all material times set forth herein, Defendants failed to properly  
23 compensate Plaintiffs and the other aggrieved employees pursuant to California law in order  
24 to increase Defendants' profits.

25 52. California Labor Code section 218 states that noting in Article 1 of the Labor  
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty  
27 due to him [or her] under this article."

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIRST CAUSE OF ACTION**

**Violation of California Labor Code § 2698, et seq.**

**(Against URBANE CAFE OPERATIONS, LLC, TGH ENTERPRISES, INC., and  
DOES 1 through 100)**

53. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

54. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

55. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

56. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

**Failure to Pay Overtime**

57. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

**Failure to Provide Meal Periods**

58. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

**Failure to Provide Rest Periods**

59. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

**Failure to Pay Minimum Wages**

60. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

**Failure to Timely Pay Wages Upon Termination**

61. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

62. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

63. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

64. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

65. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and

1 2802.

2 66. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and  
3 on behalf of all aggrieved employees, request and are entitled to recover from Defendants  
4 and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5,  
5 as well as all penalties pursuant to PAGA against Defendants, and each of them, including  
6 but not limited to:

- 7 a. Penalties under California Labor Code section 2699 in the amount of a  
8 hundred dollars (\$100) for each aggrieved employee per pay period for  
9 the initial violation, and two hundred dollars (\$200) for each aggrieved  
10 employee per pay period for each subsequent violation;
- 11 b. Penalties under California Code of Regulations Title 8 section 11010 et  
12 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per  
13 pay period for the initial violation, and one hundred dollars (\$100) for  
14 each aggrieved employee per pay period for each subsequent violation;
- 15 c. Penalties under California Labor Code section 210 in addition to, and  
16 entirely independent and apart from, any other penalty provided in the  
17 California Labor Code in the amount of a hundred dollars (\$100) for  
18 each aggrieved employee per pay period for the initial violation, and two  
19 hundred dollars (\$200) for each aggrieved employee per pay period for  
20 each subsequent violation; and
- 21 d. Any and all additional penalties and sums as provided by the California  
22 Labor Code and/or other statutes.

23 67. Pursuant to California Labor Code section 2699(i), civil penalties recovered  
24 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the  
25 Labor and Workforce Development Agency for the enforcement of labor laws and education  
26 of employers and employees about their rights and responsibilities and twenty-five percent  
27 (25%) to the aggrieved employees.

28 68. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees

1 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other  
2 applicable statute.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the  
5 California Private Attorneys General Act, request a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees  
8 pursuant to the Private Attorneys General Act, pray for relief and judgment against  
9 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

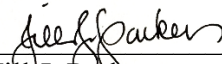
10 **As to the First Cause of Action**

11 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)  
12 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections  
13 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and  
14 2802; and

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

17  
18 DATED: October 20, 2025

**PARKER & MINNE, LLP**

19  
20 By:   
21 Jill J. Parker  
22 *Attorneys for Plaintiffs*  
23  
24  
25  
26  
27  
28