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WESLY PINTO,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

WESLY PINTO, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

FIVE STAR GOURMET FOODS, INC., a
California corporation, SELECT HR
SERVICES LLC, a California limited liability
company, ONE SPOT SERVICES LLC, a
California limited liability company, and
DOES 1-50, inclusive,

Defendant.

Case No.: CIVRS2510344

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
Termination**
- 5. Failure to Provide Compliant Meal
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 8. Unlawful Business Practices
Bus & Prof. Code §17200**
- 9. Private Attorneys General Act
Penalties (Lab. Code §2699)**

***FILED AS A MATTER OF RIGHT
PURSUANT TO LABOR CODE
2699.3(a)(2)(C)***

1 Plaintiff WESLY PINTO, individually, and on behalf of all others similarly situated, all
2 aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 100 hourly,
6 non-exempt employees against their employer for violations of numerous wage and hour laws.
7 Plaintiff brings this employment class action complaint on behalf of herself, and all others similarly
8 situated, all aggrieved employees, and as Private Attorney General for the State of California
9 against FIVE STAR GOURMET FOODS, INC., SELECT HR SERVICES LLC, ONE SPOT
10 SERVICES LLC, and DOES 1-50, inclusive, (hereafter collectively “Defendant” or
11 “Defendants”).

12 2. Defendants employed Plaintiff at the FIVE STAR GOURMET FOODS, INC. food
13 preparation and distribution facility located in Rancho Cucamonga, California. Plaintiff worked
14 for Defendant from November 30, 2023 to September 15, 2025 as a Production Lead. Plaintiff and
15 the proposed class earn at or near minimum wage.

16 3. As described further below, Defendant has violated the California Labor Code by (1)
17 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
18 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
19 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
20 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
21 upon termination (§201, 202, 203, 227.3, 256); (5) failing to permit compliant meal breaks (§226
22 (a), 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,
23 1198, Wage Orders); (7) failing to provide accurate itemized wage statements and violating record
24 keeping requirements (§226, 1174); (8) unlawful and unfair business practices (Bus. & Prof. Code
25 §17200, *et. seq.*); (9) penalties under the Private Attorneys General Act (“PAGA”), Labor Code
26 §2698 *et seq.* Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
2 reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures
3 provided for under California law, Plaintiff, on behalf of himself and proposed Class Members
4 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
5 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
6 these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency
7 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
8 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General
9 Act ("PAGA"), Labor Code §2698 *et seq.*

10 5. The "Class Period" is designated as the four-year period prior to the filing of this
11 Complaint through the date of the final disposition of this action.

12 6. The "PAGA Period" is defined herein commences one year prior to the date of filing
13 the PAGA Notice letter with the LWDA.

14 7. Defendant has treated all persons employed in California in such a way as to violate
15 California's laws governing conditions of employment and payment of wages owed. Defendant
16 has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved
17 employees are owed their back pay, plus interest and/or premiums and penalties under Business
18 and Professions Code section 17203 to compensate Class Members and aggrieved employees for
19 the delay in receiving wages due.

20 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
21 restitution to persons affected and disgorgement of profits so obtained.

22 **THE PARTIES**

23 9. Plaintiff WESLY PINTO is an individual who resides in California and Plaintiff worked
24 for Defendant from November 30, 2023 to September 15, 2025.

25 10. Defendant FIVE STAR GOURMET FOODS, INC. is a California corporation doing
26 business in California with the capacity to sue and to be sued and doing business, in San Bernardino
27 County, State of California. Defendant exercised control over the wages, hours, and/or working
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1 conditions of Plaintiff and members of the proposed class and aggrieved employees throughout
2 the liability period.

3 11. Defendant SELECT HR SERVICES LLC is a California limited liability company
4 doing business in California with the capacity to sue and to be sued and doing business, in San
5 Bernardino County, State of California. Defendant exercised control over the wages, hours, and/or
6 working conditions of Plaintiff and members of the proposed class and aggrieved employees
7 throughout the liability period.

8 12. Defendant ONE SPOT SERVICES LLC is a California limited liability company doing
9 business in California with the capacity to sue and to be sued and doing business, in San Bernardino
10 County, State of California. Defendant exercised control over the wages, hours, and/or working
11 conditions of Plaintiff and members of the proposed class and aggrieved employees throughout
12 the liability period.

13 13. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
14 names and capacities are unknown to Plaintiff. When their true names and capacities are
15 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
16 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
17 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
18 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
19 caused by such Doe Defendants.

20 14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
22 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
23 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
24 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
25 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

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16. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties, and attorney's fees, is more than thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

19. Defendant failed to properly pay for all hours worked, including overtime compensation. Plaintiff and class members and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time.

21. Defendant from time to time failed to pay minimum wage.

23. Defendant from time to time failed to maintain a policy and practice that provides its employees with compliant meal breaks as required by California law.

1 24. Defendant from time to time failed to maintain a policy and practice that provides its
2 employees with rest periods as required by California law.

3 25. Defendant from time to time failed to provide suitable resting facilities/ breakroom.

4 26. Defendant from time to time failed to consistently provide timely, accurate, itemized
5 wage statements to employees, as well as maintain accurate records, in accordance with Labor
6 Code §§ 226 and 1174.

7 27. Based upon the above allegations, Defendant from time to time engaged in unfair
8 competition.

9 28. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
10 all aggrieved employees, and the State of California, to recover from Defendant for failure to
11 comply with California wage and hour laws, and for claims under Business and Professions Code
12 § 17200.

13 29. This action has been brought and may properly be maintained as a class action
14 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
15 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
16 employees who have been similarly injured by Defendant's unlawful employment policies and
17 practices.

18 30. The "PAGA Period" is defined herein commences one year prior to the date of filing
19 the PAGA Notice letter with the LWDA.

20 31. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
21 former hourly, non-exempt employees of Defendants in California, at any time from one year
22 prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."
23 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with
24 respect to the issues or in any other way.

25 32. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
26 four years prior to the date of filing the Complaint in this action.

27 33. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
28 Procedure §382 on behalf of the following defined groups:

1 34. Proposed Class: “All persons who are employed or have been employed by Defendant
2 in the State of California as hourly, non-exempt workers during the period of the relevant statute
3 of limitations.”

4 35. Proposed Sub-classes are defined below and/or a representative action under Business
5 & Professions Code §§17200 et seq. and Labor Code §2699:

- 6 A. All persons who are employed or have been employed by Defendant in the State
7 of California as hourly, non-exempt workers during the period of the relevant
8 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 9 B. All persons who are employed or have been employed by Defendant in the State
10 of California as hourly, non-exempt workers during the period of the relevant
11 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 12 C. All persons who are employed or have been employed by Defendant in the State
13 of California as hourly, non-exempt workers during the period of the relevant
14 statute of limitations, who worked one or more shifts in excess of eight (8)
15 hours.
- 16 D. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who worked one or more shifts in excess of three and one-
19 half hours (3 ½), but less than or equal to six (6) hours.
- 20 E. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of six (6) hours,
23 but less than or equal to ten (10) hours.
- 24 F. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who were paid sick pay.
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1 G. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who separated their employment from Defendant.

4 H. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who received pay for one or more pay periods.

7 36. This action is brought, and may properly be maintained, as a class action under CCP
8 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
9 Code §2699 because there is a well-defined community of interest in the litigation, and the
10 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

11 37. Numerosity: The Proposed Class is so numerous that joinder of all members is
12 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
13 time period, Defendant employed over 50 putative Class Members who are geographically
14 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
15 available method for the fair and efficient adjudication of this controversy. Membership in the
16 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
17 records, among other records within Defendant’s possession and control.

18 38. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
19 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
20 and procedures described above. The Plaintiff’s positions at the company was typical of those of
21 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
22 each have sustained damages arising out of and caused by Defendant’s common course of conduct,
23 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
24 Class.

25 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
26 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
27 California labor and employment litigation.
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1 40. Commonality: Common questions of law and fact exist, including but not limited to
2 the following:

- 3 i. Whether Defendant violated wage and hour laws by failing to pay overtime
4 wages;
- 5 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
6 owed twice per month;
- 7 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
8 wage;
- 9 iv. Whether Defendant violated wage and hour laws by failing to pay all wages
10 due upon termination;
- 11 v. Whether Defendant violated wage and hour laws by failing to provide timely
12 meal breaks;
- 13 vi. Whether Defendant's policy and practice concerning meal breaks was
14 unlawful;
- 15 vii. Whether Defendant violated wage and hour laws by failing to provide rest
16 breaks;
- 17 viii. Whether Defendant's policy and practice concerning rest breaks was
18 unlawful;
- 19 ix. Whether Defendant violated wage and hour laws by failing to provide suitable
20 resting facilities/breakrooms;
- 21 x. Whether Defendant unlawfully failed to keep and furnish Class Members
22 with accurate, itemized records of hours worked, in violation of Labor Code
23 §§ 226 and 1174;
- 24 xi. The proper measure of damages sustained and the proper measure of
25 restitution recoverable by Plaintiff, the Class Members, and Subclass
26 Members;
- 27 xii. Whether the Class Members are entitled to injunctive relief to enjoin any
28 further violations of wage and labor laws;

- 1 xiii. Whether Defendant, and each of them, are/were participants in the alleged
2 unlawful and/or tortious conduct;
- 3 xiv. Whether Defendant's conduct was willful and reckless;
- 4 xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
5 Class and the appropriate amount of reimbursement, restitution, damages, or
6 other compensation; and
- 7 xvi. What is the extent of liability of each Defendant, including DOE defendants,
8 to each Class and Subclass member?

9 41. Superiority: A class action is superior to other available methods of the fair and
10 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
11 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
12 actions impracticable given the expenses and burdens associated with seeking individual relief.
13 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
14 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
15 employees who rely on their wages and requiring that each individual take time away from work
16 to prosecute individual actions would be inequitable and result in undue hardship for the individual
17 Class members and their families. Public policy favors efficient resolution of their claims and
18 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
19 expense of a vulnerable working population.

20 42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
21 are capable of being determined on the same evidence and based primarily on review of corporate
22 records and key testimony of Defendant's corporate representatives. To the extent statistical
23 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
24 competent experts and consultants in the field to determine and review evidence for both issues of
25 liability and damages in a scientifically reliable manner.

26 43. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
27 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
28 under the circumstances, including individual notice to all members who can be identified through

1 reasonable effort. The names and address of the Class and Subclass Members are available from
2 Defendant.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
5 **WORKED**

6 Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
7 1194, 1197, 1197.1, 1198, IWC Wage Orders

8 **(Plaintiff Against All Defendants)**

9 44. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 45. Defendant's conduct described in this complaint from time to time violates the
12 provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
13 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

14 46. The Wage Orders define "hours worked" as "the time during which an employee is
15 subject to the control of an employer, and including all the time the employee is suffered or
16 permitted to work, whether or not required to do so." Defendant has been engaged in many
17 unlawful employment practices which resulted in underpayment for hours worked each pay period,
18 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
19 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
20 month.

21 47. Plaintiff and class members have been employed under conditions prohibited by the
22 wage order, and thus Defendant has also violated §§1198 and 1199.

23 48. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
24 clock and were routinely subjected to periods wherein they were under the Defendant's control
25 but not compensated for their time.

26 49. Class Members were required by Defendant to park the equivalent of a block away
27 from the entrance to the building in a parking lot rented by Defendant. This walk would take
28 approximately ten minutes. Once they reached the entrance, they were required to scan their badges

1 at a security check point, go through a metal detector and scanner, have their bags checked, and
2 sign a form stating what time they arrived. Following this procedure, they would leave their
3 belongings in the breakroom, walk to a second security check point, then finally join the timeclock
4 line.

5 50. The entire process would take up to fifteen minutes, in addition to the ten-minute walk
6 from the parking lot. Plaintiff recalls having to arrive at the parking lot at 6:30 a.m. in order to pass
7 both security checkpoints and arrive at her 7:00 a.m. shift on time.

8 51. Class Members were required to go through the same two security check points again
9 at the end of their shifts, after clocking out. This included passing through metal detectors and
10 undergoing a bag check off-the-clock.

11 52. Off-the-Clock Hours Worked- Waiting in Required Lines. Plaintiff and Class Members
12 were required to report to the timeclocks to clock in prior proceeding to their workstations.
13 However, numerous employees came on shift at the same time which resulted in many employees
14 waiting in required lines to clock in for work to use the timeclock. This time spent walking and
15 waiting in required lines was required by Defendant prior to each shift and when clocking back in
16 for lunch and was essential and required before employees could begin and/or resume working on
17 the clock.

18 53. Defendant's timeclock included a face ID system which frequently did not work
19 resulting in longer wait times to clock in. Timeclock lines consisted of approximately forty
20 employees at a time and only four timeclocks. Plaintiff recalls at least one timeclock frequently
21 failing, leaving employees with only three timeclocks to use.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

24 Cal. Lab. Code §§204, 210

25 (Plaintiff Against All Defendants)

26 54. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
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1 55. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 204, 210.

3 56. Defendant was required to pay Plaintiff and class members all wages earned twice
4 during each calendar month pursuant to Labor Code §204(a).

5 57. Defendant failed to pay all wages earned to employees as a result of the unlawful
6 employment policies and practices discussed herein. As a result of these practices, employees were
7 underpaid for hours worked, including overtime and penalty wages, and this underpayment
8 resulted in a failure to pay all wages owed twice per month.

9 58. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
10 pay wages as required by law.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGE**

13 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

14 (Plaintiff Against All Defendants)

15 59. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 60. Defendant's conduct described in this complaint violates the provisions of Labor Code
18 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

19 61. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the proper minimum
21 wage for all time worked as required by the applicable IWC Wage Order.

22 62. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
23 Defendant's practices described above. Based on Defendant's unlawful conduct described herein,
24 and because Plaintiff and the class members were paid at or near minimum wage, employer's
25 failure to pay for all hours worked, including overtime, resulted in a payment of less than the
26 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
27 Wage Orders.
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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203, 227.3, 256

4 (Plaintiff Against All Defendants)

5 63. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 64. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 201, 202, 203, 227.3, 256.

9 65. An employee who is discharged must be paid all of his or her wages, including accrued
10 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
11 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
12 Plaintiff at the time employment terminated.

13 66. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

19 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

20 (Plaintiff Against All Defendants)

21 67. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 68. Defendant's conduct described in this complaint from time to time violates the
24 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

25 69. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not
27 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
28 to work during any meal... period mandated by an applicable order of the Industrial Welfare

Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

70. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

71. In this case, Plaintiff and Plaintiff’s coworkers frequently experienced noncompliant meal periods.

72. Failing to Allow Employees to Leave Premises. “Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please.*” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

73. In this case, Defendant purports to allow employees to leave the premises during unpaid meal periods. However, employees were required to go through the two security checkpoints described above when leaving for and returning from lunch. Entering and exiting the building would take the entirety of employees’ thirty-minute meal break. Further, Plaintiff and her coworkers were required to check in their cellphones at the first security checkpoint when clocking in for their shifts in the morning. As such, employees did not have access to their personal cell phones during meal breaks. When employees’ activities are restricted during meal periods, they are not relieved of all duties, and the meal periods are not compliant. This resulted in consistent meal period violations. Employees also experienced short, late, and interrupted meal periods.

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FAILURE TO PROVIDE REST BREAKS

(Plaintiff Against All Defendants)

79. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's

1 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
2 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
3 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
4 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
5 pay at the employee’s regular rate of compensation for each work day that the rest period is not
6 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
7 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
8 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
9 rest area and cannot include time it takes to get to and from the rest area). The employer must show
10 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
11 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
12 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
13 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
14 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

15 80. Defendant did not authorize or permit all of its hourly employees to take at least a ten
16 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
17 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
18 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
19 the Wage Order, Defendant is liable under Labor Code §1198.

20 81. Employees’ ten-minute rest breaks begin when they exit the production building. The
21 walk from their workstations to the breakroom is approximately 2–3 minutes. Upon exiting,
22 Employees are required to remove their protective gear including caps, gloves, sleeves, aprons,
23 and coats. They also had to put all of this gear back on before returning to work, which had to be
24 completed within the 10-minute break period. This procedure significantly reduces Employee’s
25 ten-minute rest breaks.

26 82. Rest break- Walk Time. Rest breaks were consistently under 10 minutes because
27 employees were required to return to their workstations within 10 minutes. However, the break
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1 facility was located 2-3 minutes from the work areas, significantly cutting into employees'
2 required 10 minute "net" rest breaks.

3 83. Rest breaks were also noncompliant due to Defendant's failure to provide suitable
4 resting facilities. Per section 13 of all applicable IWC Wage Orders, employees shall be provided
5 with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting
6 facilities shall be provided in an area separate from the toilet rooms and shall be available to
7 employees during work hours."

8 84. Defendant did not provide employees with suitable resting facilities during their hours
9 of work, particularly during meal and/or rest periods. The breakroom was small and did not have
10 enough seating. Defendant's failure to provide suitable resting facilities to aggrieved employees
11 violated and continues to violate the applicable Wage Order, section 13(B) and the California
12 Labor Code, including but not limited to section 1198

13 **SEVENTH CAUSE OF ACTION**

14 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

15 Cal. Labor Code §§ 226, 1174

16 (Plaintiff Against All Defendants)

17 85. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 86. Defendant's conduct described in this complaint from time to time violates the
20 provisions of Labor Code §§ 226, 1174.

21 87. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
22 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
23 keep accurate records as required by §1174(d).

24 88. Wage statements contain incorrect math related to the stated earnings. For example, the
25 math on Plaintiff's wage statements dated 8/30/24 and 2/2/24 is incorrect. Moreover, the total
26 hours calculation includes sick pay, meal premiums, and holiday pay.

27 89. Derivative of the claims above, the statements provided to Plaintiff and class members,
28 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,

1 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
2 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

3 90. §226 (a) requires:

4 A. An employer, semimonthly or at the time of each payment of
5 wages, shall furnish to his or her employee, either as a detachable part of the
6 check, draft, or voucher paying the employee's wages, or separately if wages
7 are paid by personal check or cash, an accurate itemized statement in writing
8 showing (1) gross wages earned, (2) total hours worked by the employee,
9 except as provided in subdivision (j), (3) the number of piece-rate units
10 earned and any applicable piece rate if the employee is paid on a piece-rate
11 basis, (4) all deductions, provided that all deductions made on written orders
12 of the employee may be aggregated and shown as one item, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid,
14 (7) the name of the employee and only the last four digits of his or her social
15 security number or an employee identification number other than a social
16 security number, (8) the name and address of the legal entity that is the
17 employer and, if the employer is a farm labor contractor, as defined in
18 subdivision (b) of Section 1682, the name and address of the legal entity that
19 secured the services of the employer, and (9) all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked
21 at each hourly rate by the employee...

22 91. Such failures caused injury to Plaintiff and others, by, among other things, impeding
23 them from knowing the true legal address of their employer. Defendant knowingly and
24 intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours
25 worked.

26 92. Wage statements issued to Plaintiff do not report the same principal address of One
27 Spot Services LLC as listed on the California Secretary of State website. Moreover, they fail to
28 state the name of any city, stating only: 3400 Cottage Way Ste G CA 95825.

1 Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class members to sign
2 employment related contracts and documents that contained unlawful terms of employment.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

5 California Business and Professions Code section 17200, et seq.

6 **(Plaintiff Against All Defendants)**

7 93. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 94. Defendant from time to time knowingly committed, and upon information and belief
10 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
11 including, but not limited to unlawful practices as described in the causes of action articulated
12 above, and hereby incorporated herein.

13 95. Plaintiff lost money and property as a result of Defendant's unlawful business practices
14 described above.

15 96. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
16 money or property acquired by Defendant by means of such unlawful business practices, in
17 amounts not yet known, but to be ascertained at trial.

18 97. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
19 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
20 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
21 general public will be irreparably injured.

22 98. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
23 by this Court, will continue to engage in the unlawful business practices described above in
24 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
25 public.

26 99. Plaintiff's success in this action will result in the enforcement of important rights
27 affecting the public interest by conferring a significant benefit upon the general public.
28

100. Defendant's numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

101. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium wages, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, properly paying sick pay, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

NINTH CAUSE OF ACTION

STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL
ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

102. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

103. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of herself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

104. As set forth above, Defendants have committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified in §2699.3 by providing written notice to the Defendants and the Labor &

1 Workforce Development Agency (“LWDA”). See Exhibit 1 attached hereto, which is a true and
2 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of
3 intent to investigate the alleged violations was provided within the statutory period.

4 Consequently, Plaintiff has exhausted administrative remedies, and on behalf of themselves and
5 all other aggrieved current and former employees of Defendants. Plaintiff, therefore, now
6 pursues this cause of action as permitted by §2698, *et seq.*

7 105. Enforcement of statutory provisions enacted to protect workers and to ensure proper
8 and prompt payment of wages due to employees is a fundamental public interest in California.
9 Consequently, Plaintiff’s success in this action will result in the enforcement of important rights
10 affecting the public interest and will confer a significant benefit upon the general public. Private
11 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
12 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be
13 against the interests of justice to require payment of attorneys’ fees and costs from any recover
14 that might be obtained herein, pursuant to, *inter alia*, Labor Code §§2698, *et seq.*, and Code of
15 Civil Procedure §1021.5

16 106. In addition, if Plaintiff succeeds in enforcing these rights affecting the public
17 interest, then attorneys’ fees may be awarded to Plaintiff and against Defendants under Code of
18 Civil Procedure §1021.5 and other applicable law in part, because:

19 **a.** A successful outcome in this action will result in the enforcement of important
20 rights affecting the public interest by requiring Defendants to comply with the wage and hour
21 laws and California’s unfair business practice law;

22 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the
23 general public by bringing to a halt unlawful and/or unfair activity;

24 **c.** Unless this action is prosecuted, members of the Class and general public will not
25 recover those moneys, and many of Defendants’ employees would not be aware that the acts and
26 practices they were subjected to by Defendants were wrongful;

27 **d.** Unless this action is prosecuted, Defendants will continue to mislead their
28 employees about the true nature of their rights and remedies under the wage and hour laws; and

107. An award of attorneys’ fees and costs is necessary for the prosecution of this action

1 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
2 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
3 frustrate the long-standing recognition by the California legislature and the courts that such
4 statutes, as pled herein, are not merely a matter of private concern between employer and
5 employee to be eviscerated by considerations of waiver, contributory negligence, good or bad
6 faith, and private agreements. Rather, the wage and hour statutes have been described as a matter
7 of public concern, were designed to provide minimum substantive guarantees to individual
workers and are essential to public welfare.

8 REQUEST FOR RELIEF

9 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment
10 and the following specific relief against Defendant as follows:

- 11 A. That the Court determine that this action may be maintained as a class action
12 under Code of Civil Procedure § 382;
- 13 B. That the Court determine that this action may be maintained as a PAGA
14 representative action under Cal. Labor Code. §2698 *et seq.*
- 15 C. Provision of class notice to all members of the Class;
- 16 D. That Defendant is found to have violated the above-referenced provisions of the
17 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members,
18 relevant subclass Members, and aggrieved employees;
- 19 E. For compensatory damages, in an amount according to proof at trial, with
20 interest thereon;
- 21 F. For compensation for not being paid overtime;
- 22 G. For compensation for not being paid all wages owed twice per month;
- 23 H. For compensation for not being paid minimum wage;
- 24 I. For compensation for not being paid all wages due upon termination;
- 25 J. For compensation for not being provided compliant meal breaks;
- 26 K. For compensation for not being provided rest breaks;
- 27 L. For compensation for not being provided suitable resting facilities/breakrooms;
- 28 M. For compensation for not being paid premium and penalty wages;

1 N. That Defendant's actions are found to be willful and/or in bad faith to the extent
2 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
3 willful failure to pay all compensation owed at the time of separation to
4 Plaintiff, Class Members, and aggrieved employees no longer employed by
5 Defendant;

6 O. That Plaintiff, Class Members, and aggrieved employees receive penalties for
7 Defendant's violation of §226 and 1174 of the California Labor Code for willful
8 failure to provide and maintain the required accurate and itemized wage
9 statements;

10 P. That Plaintiff, Class Members, and aggrieved employees receive an award in
11 the amount of unpaid wages owed, including interest thereon, and penalties as
12 provided in the Labor Code, CCR and Wage Order, including under Labor Code
13 §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;

14 Q. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
15 amounts acquired through Defendant's unlawful activities pursuant to Business
16 and Professions Code §§ 17200-05 and enjoined to cease and desist from
17 unlawful and unfair activities in violation of California Business and
18 Professions Code § 17200 et. seq.;

19 R. That Plaintiff and Class Members receive an award of reasonable attorneys'
20 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
21 218.5, and 1194 and/or applicable laws;

22 S. That the Court award penalties pursuant to Labor Code §2698 et seq.

23 ///

24 ///

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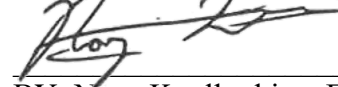
27 ///

1 T. That the Court issue declaratory relief that Defendant's challenged policies are
2 unlawful; and

3 U. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.

5
6 DATED: February 3, 2026

KOUL LAW FIRM, APC

7 

8 BY: Nazo Koulloukian, Esq.

9 Attorneys for Plaintiff WESLY PINTO and
10 putative class members
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDAL, CA 91205

www.koullaw.com

November 24, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Five Star Gourmet Foods, Inc.
10234 Fourth Street
Rancho Cucamonga, CA 91730

One Spot Services LLC
400 E Manchester Blvd. Unit A
Inglewood, CA 90301

Select HR Services LLC
1001 W Whittier Blvd. Suite D
Montebello, CA 90640

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Wesly Pinto

Employer(s): Five Star Gourmet Foods, Inc., Select HR Services LLC, One Spot
Services LLC

Dear Sir or Madam:

Wesly Pinto ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employers, Five Star Gourmet Foods, Inc., Select HR Services LLC, and One Spot Services LLC (hereafter "Employer").

Employer operates a food preparation and distribution facility. Claimant worked for Employer from November 30, 2023 to September 15, 2025 as a Production Lead at Employer's Rancho Cucamonga location. Claimant worked as an hourly, nonexempt employee earning approximately \$16.50 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Claimant brings this action against the above employers, including the staffing agency and its client employer, pursuant to Labor Code Section 2810.3. This PAGA Notice letter shall also serve as notice, pursuant to subdivision 6 (d) of Section 2810.3, that Claimant, on behalf of herself and similarly situated employees, will file a civil action against all employers named above in accordance with Labor Code Section 2810.3, subdivision 6 (b-f), which provide:

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time.

Employees had to park the equivalent of a block away from the entrance to the building in a parking lot rented by Employer. This walk would take approximately ten minutes. Once they reached the entrance, they were required to scan their badges at a security check point, go through a metal detector and scanner, have their bags checked, and sign a form stating what time they

arrived. Following this procedure, they would leave their belongings in the breakroom, walk to a second security check point, then finally join the timeclock line.

The entire process would take up to fifteen minutes, in addition to the ten-minute walk from the parking lot. Claimant recalls having to arrive at the parking lot at 6:30 a.m. in order to pass both security checkpoints and arrive at her 7:00 a.m. shift on time.

Employees were required to go through the same two security check points again at the end of their shifts, *after* clocking out. This included passing through metal detectors and undergoing a bag check off-the-clock.

Off-the-Clock Hours Worked- Waiting in Required Lines

Claimant and aggrieved employees were required to report to the timeclocks to clock in prior proceeding to their workstations. However, numerous employees came on shift at the same time which resulted in many employees waiting in required lines to clock in for work to use the timeclock. This time spent walking and waiting in required lines was required by Employer prior to each shift and when clocking back in for lunch and was essential and required before employees could begin and/or resume working on the clock.

Employer's timeclock included a face ID system which frequently did not work resulting in longer wait times to clock in. Timeclock lines consisted of approximately forty employees at a time and only four timeclocks. Claimant recalls at least one timeclock frequently failing, leaving employees with only three timeclocks to use.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Failing to Allow Employees to Leave Premises

“Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please.*” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

In this case, Employer purports to allow employees to leave the premises during unpaid meal periods. However, employees were required to go through the two security checkpoints described above when leaving for and returning from lunch. Entering and exiting the building would take the entirety of employees' thirty-minute meal break.

Further, Claimant and her coworkers were required to check in their cellphones at the first security checkpoint when clocking in for their shifts in the morning. As such, employees did not have access to their personal cell phones during meal breaks.

When employees' activities are restricted during meal periods, they are not relieved of all duties and the meal periods are not compliant. This resulted in consistent meal period violations.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest

area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Employees’ ten minute rest breaks begin when they exit the production building. The walk from their workstations to the breakroom is approximately 2–3 minutes. Upon exiting, Employees are required to remove their protective gear including caps, gloves, sleeves, aprons, and coats. They also had to put all of this gear back on before returning to work, which had to be completed within the 10-minute break period. This procedure significantly reduces Employee’s ten minute rest breaks

Rest break- Walk time

Rest breaks were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. However, the break facility was located 2-3 minutes from the work areas, significantly cutting into employees’ required 10 minute “net” rest breaks.

Failure to Provide Suitable Resting Facilities/Breakroom

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Employer’s premises which are not designated or reserved for rest, such as their personal vehicles.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. The breakroom was small and did not have enough seating. Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the true legal address of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Wage statements issued to Claimant state do not report the same principal address of One Spot Services LLC as listed on the California Secretary of State website. Moreover, they fail to state the name of any city, stating only: 3400 Cottage Way Ste G CA 95825.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. CIVRS2510344
Pinto v. Five Star Gourmet Foods, Inc., et al.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On February 3, 2026, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X **BY U.S. MAIL:** I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

One Spot Services, LLC
c/o Lovette Dobson
3400 Cottage Way,
Sacramento, CA 95825

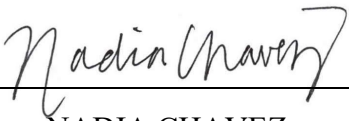
***Agent for Service of Process for
One Spot Services, LLC***

Five Star Gourmet, Inc
c/o Liz Atlee
10234 Fourth St,
Rancho Cucamonga, CA 91730

***Agent for Service of Process for
Five Star Gourmet, Inc.***

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this February 3, 2026, in Glendale, California.



NADIA CHAVEZ