

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS PEREZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

A G S HOTEL RENOVATION CORP., a
Nevada Corporation; I.W.C. HOTEL
RENOVATIONS, LLC., a Florida Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 25STCV33849

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) FAILURE TO TIMELY PAY WAGES;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) UNFAIR COMPETITION; &
- (9) PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Carlos Perez (“Plaintiff”), on behalf of himself and all other similarly situated non-
2 exempt employees, alleges and complains of Defendants A G S Hotel Renovation Corp. and/or
3 I.W.C. Hotel Renovations, LLC, and DOES 1 to 50 (collectively, “Defendants”) and each of them,
4 as follows:

5 **INTRODUCTION**

6 1. Defendant A G S Hotel Renovation Corp specializes in the renovation of hotels,
7 providing services to enhance the aesthetic and functional aspects of hospitality facilities.

8 2. Defendant I.W.C. Hotel Renovations, LLC is a company that operates in the Lodging
9 & Resorts industry.

10 3. Plaintiff brings this class action lawsuit against Defendants for alleged violations of the
11 California Labor Code and Business and Professions Code.

12 4. As set forth below, Plaintiff alleges that Defendants failed to pay for all hours worked
13 due to its failure to record and pay for all time worked off the clock. Moreover, Plaintiff alleges that
14 Defendants failed to pay all wages in a timely manner in violation of Labor Code § 204. Plaintiff
15 further alleges that Defendants’ meal and rest period policies and practices failed to allow and permit
16 non-exempt employees to take all compliant and timely meal and rest periods or pay premium wages
17 at the “regular rate of pay” in lieu thereof. Moreover, Plaintiff alleges that Defendants failed to
18 provide non-exempt employees with accurate written itemized wage statements in violation of Labor
19 Code § 226(a) and failed to timely pay all final wages upon separation of employment in violation of
20 Labor Code §§ 201-203.

21 5. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
22 violations under the Private Attorney General Act (“PAGA”).

23 6. Based on these alleged Labor Code violations, Plaintiff now brings this class action
24 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
25 himself and all other similarly situated non-exempt employees.

26 **JURISDICTION AND VENUE**

27 7. Plaintiff, on behalf of himself and all other similarly situated employees hereby bring
28 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-

1 203, 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, and
2 applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking
3 declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et*
4 *seq.*

5 8. This class action is brought pursuant to California Code of Civil Procedure § 382.

6 9. This Court has jurisdiction over Defendants’ violations of the California Labor Code
7 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
8 minimum.

9 10. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
10 §§ 395(a) and 395.5, Defendants operate in California within the County of Los Angeles, and
11 Defendants are within the jurisdiction of this Court for purposes of service of process.

12 **PARTIES**

13 11. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
14 resident residing in the State of California.

15 12. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
16 business within the County of Los Angeles and is and/or was the legal employer of Plaintiff and the
17 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants’
18 policies and/or practices complained of herein and has been deprived of the rights guaranteed to him
19 by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512,
20 516, 1194, 1197.1, 1199, and the California Business and Professions Code § 17200 *et seq.*, and
21 applicable Wage Orders.

22 13. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Los Angeles.

25 14. Plaintiff does not know the true names or capacities, whether individual, partner, or
26 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
27 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
28 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
2 corporate, were responsible in some manner for the acts and omissions alleged herein and proximately
3 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

4 15. Plaintiff is informed, believes, and thereon alleges, that at all times mentioned herein,
5 Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein
6 mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have
7 been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents,
8 servants, and employees of each and every one of the other Defendants, as well as the agents of all
9 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency
10 and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
11 each and every one of the acts or omissions complained of herein.

12 16. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise and acting within the course and
14 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
15 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
16 Classes.

17 **COMMON FACTUAL ALLEGATIONS**

18 17. Defendant A G S Hotel Renovation Corp specializes in the renovation of hotels,
19 providing services to enhance the aesthetic and functional aspects of hospitality facilities.

20 18. Defendant I.W.C. Hotel Renovations, LLC is a company that operates in the Lodging
21 & Resorts industry.

22 19. Plaintiff was employed by Defendants as a non-exempt employee in the role of
23 “Installer/Handyman” from February 2012 to September 10, 2025. Based in Los Angeles, California,
24 the Plaintiff was responsible for a variety of tasks, including, but not limited to, hotel renovations and
25 maintenance work.

26 20. Alongside Plaintiff, other non-exempt employees, including but not limited to
27 Construction Inspector, Installer/Handyman, Accountant, Maintenance Technician, and Hotel
28 Maintenance Engineer —played a critical role in supporting Defendants’ daily operations and overall

1 success across California.

2 21. Plaintiff and other non-exempt employees were responsible for a wide range of tasks
3 critical to the company's operations, such as construction, maintenance, repairs, and overall
4 renovation services. Their work ensured the effective operation of Defendants' assets. Despite the
5 essential nature of their contributions, Plaintiff and other non-exempt employees allege that
6 Defendants failed to comply with California labor laws, including but not limited to accurate
7 timekeeping, proper wage payment, and provision of meal and rest periods, as set forth below.

8 22. At all relevant times, Plaintiff and other non-exempt employees regularly worked
9 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
10 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
11 procedures, practices, working conditions, and corresponding wage and hour violations to which he
12 was subjected during his employment.

13 23. First, at all relevant times, Defendants have consistently failed to accurately record
14 and pay for all time worked, including the time non-exempt employees were under the employer's
15 control. This included a policy and practice of failing to properly record the time worked by non-
16 exempt employees, including all time spent working off the clock. As a result of this company-wide
17 policy/practice, Plaintiff and other non-exempt employees are not compensated for all the hours that
18 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
19 1194, 1197.1, 1199, and applicable Wage Orders.

20 24. As a result, over a period of time, Plaintiff and other non-exempt employees were not
21 properly paid for all hours worked, in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
22 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
23 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
24 in excess of eight hours per shift in violation of Labor Code § 510.

25 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
26 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
27 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
28 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee

1 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
2 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
3 underpaid regardless of whether the initial violation was intentionally committed.

4 26. Labor Code § 510 requires an employer to compensate an employee who works more
5 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
6 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
7 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
8 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
9 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
10 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
11 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
12 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

13 27. Further, at all relevant times, Defendants failed to timely pay all wages to Plaintiff and
14 other non-exempt employees in violation of Labor Code § 204. Plaintiff and other non-exempt
15 employees were and are routinely paid on a "weekly, biweekly, or semimonthly" payroll, but
16 Defendants failed and continues to fail to pay all wages within seven (7) calendar days of the close
17 of the payroll period.

18 28. Labor Code § 204 "pertains to the timing of wage payments" and serves a very
19 important public policy objective. "It has long been recognized that wages are not ordinary debts, . .
20 . and that, because of the economic position of the average worker and, in particular, his dependence
21 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
22 he receive his pay when it is due." (*See also In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
23 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
24 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
25 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial
26 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
27 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
28 each employee, plus 25 percent of the amount unlawfully withheld.

1 29. Due to Defendants' uniform pay policies/practices of failing to pay Plaintiff and other
2 non-exempt employees timely, Defendants violated the provisions of Labor Code § 204 and the
3 applicable Wage Orders. Accordingly, to the extent permitted by law, Plaintiff and non-exempt
4 employees are entitled to recover civil penalties pursuant to Labor Code §§ 210(a).

5 30. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
6 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
7 Defendants' uniform meal period policies/practices, operational requirements, and work demands,
8 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
9 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
10 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed and permitted
11 to take a mandated second meal period before the end of the tenth hour of work in violation of the
12 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
13 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendants' meal period
14 policies/procedures, operational requirements, and work demands.

15 31. In addition, for each missed or non-compliant meal period, Defendants failed and
16 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
17 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
18 5th 858 and Labor Code § 226.7.

19 32. Accordingly, due to Defendants' uniform meal period practices, non-exempt
20 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
21 226.7, 510, 516, and applicable Wage Orders.

22 33. Next, at all relevant times, Plaintiff and other non-exempt employees were not
23 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
24 to Defendants' uniform rest period policies/practices, operational requirements, and work demands.
25 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
26 minute duty-free rest period for every major fraction of four hours worked. This includes a second
27 rest period for shifts exceeding 6 hours and a third rest period for shifts exceeding 10.0 hours in a
28 workday.

1 34. By not relieving all non-exempt employees of all duties during rest periods,
2 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
3 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve
4 employees of all duties and relinquish control over how employees spend their time.”] (Emphasis
5 added). In *Augustus*, the California Supreme Court expressly rejected the employer’s assertion that it
6 could provide an on-duty rest period to employees who worked as security guards and further
7 explained: “that employers [must] relinquish any control over how employees spend their break time
8 and relieve their employees of all duties.” *Id.* at 273. Each time non-exempt employees could not take
9 a compliant rest period; Defendants failed and continues to fail to adequately pay rest period premium
10 payments at the “regular rate of pay” as required by Labor Code § 226.7.

11 35. Accordingly, due to Defendants’ uniform rest period policies/practices, non-exempt
12 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
13 512, and applicable Wage Orders.

14 36. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
15 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
16 and Defendants’ failure to pay all meal and rest period premiums at the “regular rate of pay,”
17 Defendants issued wage statements which failed to identify the gross wages earned accurately, the
18 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
19 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

20 37. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
22 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

25 38. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
26 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
27 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
28 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §

1 226(e).

2 39. Finally, because Defendants failed to pay all minimum and overtime wages, and meal
3 and rest period premiums at the “regular rate of pay,” Defendants also failed and continues to fail to
4 pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
5 employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled
6 to recover waiting time penalties under Labor Code §§ 201-203.

7 **CLASS ACTION ALLEGATIONS**

8 40. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
9 § 382 of the Code of Civil Procedure:

10 All current or former non-exempt hourly employees who work or worked
11 for Defendants in California during the four years immediately preceding
the filing of the Complaint through the date of trial. (the “Class”);

12 All current or former non-exempt employees who worked for Defendants
13 in California and worked overtime hours during at least one shift during the
14 four years immediately preceding the filing of the Complaint through the
date of trial. (“the Overtime Subclass”);

15 All current or former employees who work or worked for Defendants in
16 California during the one year immediately preceding the filing of the
Complaint through the date of trial. (“the Wage Statement Subclass”)

17 All employees who work or worked for Defendants in California and who
18 left their employment during the three years immediately preceding the
19 filing of the Complaint through the date of trial. (“Waiting Time Penalty
Subclass”)

20 (collectively “the Classes”)

21 41. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
22 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
23 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
24 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
25 Defendants’ employment and payroll records.

26 42. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
27 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
28 non-exempt employees, which predominate over questions affecting only individual members,

1 including, without limitation to:

- 2 1. Whether Defendants failed to record and pay for all hours worked by Class Members;
- 3 2. Whether Defendants provided legally compliant meal and rest periods or proper
- 4 compensation at the “regular rate of pay” in lieu thereof to members of the Class;
- 5 3. Whether Defendants failed to pay all timely wages in compliance with Labor Code §
- 6 204;
- 7 4. Whether Defendants furnished legally compliant wage statements to members of the
- 8 Wage Statement Subclass pursuant to Labor Code § 226(a); and
- 9 5. Whether the timing and amount of payment of final wages to members of the Waiting
- 10 Time Penalty Subclass at the time of separation from employment were unlawful.

11 43. **Predominance of Common Questions:** Common questions of law and fact
12 predominate over questions that affect only individual members of the Classes. The common
13 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
14 and/or practices applicable to each individual class member, such as without limitation, Defendants’
15 failure to pay for all hours worked, Defendants’ failure to timely pay all wages, Defendants’ failure
16 to provide all compliant meal and rest periods or premiums at the “regular rate of pay” in lieu thereof,
17 Defendants’ failure to provide accurate itemized wage statements, Defendants’ failure to reimburse
18 for all necessary business expenses, and Defendants’ failure to pay for all wages due upon separation
19 of employment. As such, the common questions predominate over individual questions concerning
20 each class member’s showing as to his or her eligibility for recovery or the amount of his or her
21 damages.

22 44. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
23 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
24 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
25 Plaintiff, like the members of the Classes, was deprived of minimum and overtime wages, was paid
26 untimely, was deprived of meal and rest period premium wages, was subject to Defendants’ uniform
27 meal and rest period policies/practices, was not provided accurate itemized wage statements, was not
28 reimbursed for all necessary business expenses, and was not timely paid all wages owed upon

1 separation of employment.

2 45. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
3 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
4 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
5 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
6 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
7 members of the Classes.

8 46. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
9 important public interest in establishing minimum working conditions and standards in California.
10 These laws and labor standards protect the average working employee from exploitation by
11 employers who are responsible for following the laws and may seek to take advantage of their
12 superior economic and bargaining power to set onerous terms and conditions of employment. The
13 nature of this action and the format of laws available to Plaintiff and members of the Classes make
14 the class action format a particularly efficient and appropriate procedure to redress the violations
15 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
16 necessarily gain an unconscionable advantage, as they could exploit and overwhelm each individual
17 plaintiff's limited resources with their vastly superior financial and legal resources.

18 47. Moreover, requiring each member of the Classes to pursue an individual remedy would
19 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
20 against their former and/or current employer for real and justifiable fear of retaliation and permanent
21 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
22 the individual class members, even if possible, would create a substantial risk of inconsistent or
23 varying verdicts or adjudications with respect to the individual class members against Defendants
24 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
25 legal determinations with respect to individual class members which would, as a practical matter, be
26 dispositive of the interest of the other class members not parties to adjudications or which would
27 substantially impair or impede the ability of the class members to protect their interests. Further, the
28 claims of the individual members of the class are not sufficiently large to warrant vigorous individual

1 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the
2 Classes identified in Paragraph 40 are maintainable as Classes under § 382 of the Code of Civil
3 Procedure.

4 **FIRST CAUSE OF ACTION**
5 **MINIMUM WAGE VIOLATIONS**
6 **(AGAINST ALL DEFENDANTS)**

7 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 49. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
9 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
10 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
11 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
12 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
13 wages and interest accrued thereon.

14 50. At all relevant times herein, Defendants failed to record all time accurately worked,
15 including failing to record time worked properly and all time spent working off-the-clock, which
16 resulted in these individuals not being paid for all hours they actually suffered or permitted to work.
17 Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked,
18 including all hours they were subject to the control of Defendants and/or suffered or permitted to
19 work under the Labor Code and applicable Wage Orders.

20 51. Labor Code § 1198 makes an employee's employment unlawful under conditions the
21 Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
22 employer who has failed to pay its employees the legal minimum wage is liable to pay those
23 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
24 to the wages due and interest thereon.

25 52. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
26 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
27 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
28 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of

1 the Labor Code and applicable Wage Orders.

2 53. Defendants' practice and uniform administration of corporate policy regarding illegal
3 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
4 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
5 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
6 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY ALL OVERTIME WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 54. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

11 55. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
12 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
13 hours worked and provide a private right of action for the failure to pay all overtime compensation
14 for overtime work performed.

15 56. At all times relevant herein, Defendants were required to properly pay Plaintiff and
16 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
17 § 1194 and the applicable Wage Orders.

18 57. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
19 and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per
20 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
21 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
22 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
23 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate
24 Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay"
25 for such hours.

26 58. At all relevant times herein, Defendants failed to conform their pay practices to the
27 requirements of the law. This unlawful conduct includes, but is not limited to, Defendants' failure to
28 pay for all hours properly worked off the clock as alleged herein above, which resulted in these

1 individuals not being paid for all overtime hours worked.

2 59. The foregoing policies and practices are unlawful and create an entitlement to recovery
3 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
4 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
5 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
6 of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 60. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

11 61. Labor Code section 204 expressly requires employers who pay employees on a
12 weekly, biweekly, or semimonthly basis to pay all wages "not more than seven calendar days
13 following the close of the payroll period." Labor Code section 210, subdivision (a), makes employers
14 who violate Labor Code section 204 subject to a penalty of: "(1) For any initial violation, one hundred
15 dollars (\$100) for each failure to pay each employee. "(2) For each subsequent violation, or any
16 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
17 plus 25 percent of the amount unlawfully withheld." (Lab. Code, § 210, subd. (a)).

18 62. As described above, Defendants uniformly failed to timely pay the Class Members
19 within seven calendar days following the close of the weekly payroll in accordance with Labor Code
20 section § 204 on a regular and consistent basis, and therefore, Plaintiff and members of the Class are
21 entitled to penalties pursuant to Labor Code section 210(a).

22 **FOURTH CAUSE OF ACTION**

23 **MEAL PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 63. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

26 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
27 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
28 and members of the Class, with all required meal periods in accordance with the mandates of the

1 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
2 Allegations section of this Complaint.

3 65. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
4 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
5 each violation, per California Labor Code § 226.7.

6 66. As a result, Defendants are responsible for paying premium compensation for meal
7 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
8 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

9 **FIFTH CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 67. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

13 68. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
14 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
15 each four (4) hour period worked, or major fraction thereof.

16 69. Due to their unlawful rest period policy/practices and operational requirements/work
17 demands, Defendants did not authorize and permit Plaintiff and Class members to take all rest periods
18 to which they were legally entitled.

19 70. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
20 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
21 each violation, per California Labor Code § 226.7.

22 71. The foregoing violations create an entitlement to recovery by Plaintiff and members
23 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
24 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
25 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

26 **SIXTH CAUSE OF ACTION**

27 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

28 **(AGAINST ALL DEFENDANTS)**

1 72. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

2 73. Labor Code 226(a) states in pertinent part the following:

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

13 74. As set forth above, during the Class Period, Defendants issued and continues to issue
14 wage statements to their employees, including Plaintiff and members of the Wage Statement
15 Subclass, which are inadequate under Labor Code Section § 226(a).

16 75. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
17 for all minimum, overtime wages, and missed meal and rest period premiums at the appropriate legal
18 rate, Defendants failed to include required information on Plaintiff and the Wage Statement Subclass’
19 wage statements, including, but not limited to, the gross wages earned, the net wages earned in
20 violation of Labor Code section 226(a), (1,2,5, and 9).

21 76. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
22 and intentional.

23 77. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
24 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
25 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
26 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
27 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants’
28 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 78. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

5 79. The actionable period for this cause of action is three years before the filing of this
6 Complaint through the present and ongoing until the violation is corrected, or the class is certified.

7 80. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
8 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
9 around the time their employment is terminated or ended.

10 81. Labor Code § 203 provides that if an employer willfully fails to pay compensation
11 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
12 employer is liable for penalties for continued compensation up to thirty (30) workdays.

13 82. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,
14 including all minimum and overtime wages, and their meal and rest period premiums at the “regular
15 rate of pay” before or upon termination or separation from employment with Defendants as required
16 by Labor Code §§ 201 and 202.

17 83. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
18 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant
19 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon
20 termination entitles an employee to recover waiting time penalties).

21 **EIGHTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(AGAINST ALL DEFENDANTS)**

24 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 85. Defendants have engaged and continues to engage in unfair and/or unlawful business
26 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
27 failing to pay for all hours worked, by failing to timely pay wages, by failing to provide all legally
28 required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof,

1 by failing to provide accurate wage statements, by failing to reimburse for all necessary business
2 expenses adequately, and by failing to pay all earned wages at the time of separation from
3 employment.

4 86. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
6 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
7 Defendants' competitors who have been and/or are currently employing workers and attempting to
8 do so in honest compliance with applicable wage and hour laws.

9 87. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
10 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
12 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 88. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

15 89. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
17 Defendants' current hourly non-exempt employees, and to enforce important rights affecting the
18 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
19 he is entitled to recover under Code of Civil Procedure § 1021.5.

20 **NINTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(AGAINST ALL DEFENDANTS)**

23 90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 91. Defendants have committed several Labor Code violations against Plaintiff and other
25 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
26 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
27 representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699

1 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided based on the following Labor Code violations:

4 a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum and
5 overtime wages for all hours worked or for which they were subject to the control of the employer;

6 b) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
7 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

8 c) Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages in
9 violation of Labor Code § 204;

10 d) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
11 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516; and

12 e) Failing to furnish Plaintiff and other similarly situated employees with complete,
13 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;
14 and

15 f) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
16 and applicable Wage Orders.

17 92. On or about November 18, 2025, Plaintiff notified Defendants A G S Hotel
18 Renovation Corp. and/or I.W.C. Hotel Renovations, LLC (collectively, “Defendants”) and the
19 California Labor and Workforce Development Agency (“LWDA”) via email of Defendants’
20 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
21 Labor Code identified in Paragraph 91 (a)-(f). Now that the sixty-five days have passed from Plaintiff
22 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for
23 bringing a claim under the Private Attorneys General Act with respect to these violations.

24 93. Plaintiff was compelled to retain the services of counsel to file this court action to
25 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
26 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
27 is entitled to receive under California Labor Code § 2699.

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
3 suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First and Second Cause of Action for compensatory, consequential,
8 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
9 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 10 5. Upon the Third Cause of Action, for civil penalties pursuant to Labor Code § 210(a);
- 11 6. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
12 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
13 and reasonable attorneys' fees and costs;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
17 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 18 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
19 reasonable costs and attorneys' fees;
- 20 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
21 Labor Code §§ 201-203;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 25 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly
26 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
27 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
28 subsequent violation per employee per pay period for those violations of the Labor Code for which

1 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
2 costs;

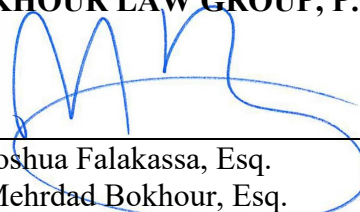
3 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
4 § 218.6 and Civil Code §§ 3287 and 3289;

5 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
6 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

7 15. For such other relief that the Court may deem just and proper.

8
9 Dated: January 21, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

10
11 BY: 

12 Joshua Falakassa, Esq.

13 Mehrdad Bokhour, Esq.

14 *Attorneys for Plaintiff and the Putative Class*
15
16
17
18
19
20
21
22
23
24
25
26
27
28