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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

IMER FRANCISCO COLINDRES
HERNANDEZ, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

PRO FINISH PAINTING, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2026-01540837-CU-OE-CXC

**Amended as a matter of right, pursuant to
Labor Code Section 2699.3(a)(2)(c)**

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff IMER FRANCISCO COLINDRES HERNANDEZ (hereinafter referred to as
2 “Plaintiff”) on behalf of himself and all others similarly situated, and as representative of the State
3 of California and the Labor and Workforce Development Agency (“LWDA”), based upon facts
4 that either have evidentiary support or are likely to have evidentiary support after a reasonable
5 opportunity for further investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by PRO FINISH PAINTING, INC. in the State
10 of California during the Class Period. The term “Class Period” is defined as four (4) years prior
11 to the filing of this Complaint through the date final judgment is entered. Plaintiff reserves the
12 right to amend this Complaint to reflect a different “Class Period” or “Class” as further discovery
13 is conducted.

14 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief
15 against PRO FINISH PAINTING, INC. (“Defendant”) for Defendant’s failure to pay all wages
16 due; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods
17 or compensation in lieu thereof; failure to provide accurate itemized wage statements upon
18 payment of wages; failure to reimburse for necessary expenditures; and failure to pay wages of
19 terminated or resigned employees; failure to provide correct paid sick leave and provide accurate
20 sick leave amount balance.

21 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
22 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
23 practices.

24 4. At all relevant times herein, Defendant has consistently maintained and enforced
25 against Plaintiff and Class the following unlawful practices and policies:

- 26 (a) willfully refusing to pay Plaintiff and Class for all hours worked and
27 overtime;
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- (b) willfully refusing to permit Plaintiff and Class from taking meal periods or compensation in lieu thereof;
- (c) willfully refusing to permit Plaintiff and Class from taking rest periods or compensation in lieu thereof;
- (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and Class accurate itemized wage statements upon payment of wages;
- (e) willfully refusing to compensate certain members of the Class wages due and owing at the time of Class Members' employment with Defendant ended;
- (f) willfully refusing to reimburse Plaintiff and Class for necessary expenditures; and
- (h) willfully refusing to provide accurate paid sick leave and accurate written notice of paid sick leave.

5. On information and belief, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendant's violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendant was and is legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendant is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

7. Plaintiff further brings this action as a representative of the State of California and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq., for violations of numerous Labor Code provisions, including, but not limited to, sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, as well as violations of the applicable Wage Order.

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9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

THE PARTIES

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a laborer from approximately March 2025 to December 2025 in Orange and Los Angeles Counties. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a laborer from approximately March 2025 to December 2025 in Orange and Los Angeles Counties. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

- 4 -

FIRST AMENDED COMPLAINT

1 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
2 California corporation, registered and doing business in California. Plaintiff also alleges that
3 Defendant is conducting business in good standing in California.

4 13. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged of the Defendant sued herein as DOES 1 through 50,
6 inclusive, but on information and belief alleges that these Defendants are legally responsible for
7 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff
8 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such
9 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of
10 each DOE Defendants when ascertained.

11 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
14 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as
15 the employer and/or joint employer of Plaintiff and Class.

16 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
18 managing agent, and/or principal of the Defendant, and in performing the actions mentioned
19 below was acting, at least in part, within the course and scope of that authority as such agent,
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
21 permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are
22 legally attributable to the other Defendant.

23 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
24 Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,
25 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
26 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
27 within the course and scope of such employment and agency, with the express and implied
28 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

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18. A true and correct copy of Plaintiff's letter sent to the LWDA dated January 15, 2026, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not responded to the written notice.

20. More than sixty-five (65) days have passed without notice from the LWDA. Accordingly, all administrative prerequisites for filing this action have been fulfilled.

21. Plaintiff was employed by Defendant as a laborer from approximately March 2025 to December 2025.

23. Labor Code Section 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code Sections 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... "
2 See California Labor Code Section 1194.2.

3 24. Labor Code Sections 1194 and 1198 also provide that employees in California
4 shall not be employed more than eight hours in any workday unless they receive additional
5 compensation beyond their regular wages in amounts specified by law. Additionally, Labor
6 Code Section 1198 states that the employment of an employee for longer hours than those fixed
7 by the Industrial Welfare Commission is unlawful.

8 25. Labor Code Section 510 provides that employees in California shall not be
9 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
10 they receive additional compensation beyond their regular wages in amounts specified by law.

11 26. Labor Code Section 204 requires employers to pay employees all earned wages
12 two times per month on days designated in advance by the employer as regular paydays.
13 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
14 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
15 month during which the labor was performed, and labor performed between the 16th and the last
16 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
17 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
18 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
19 the wages are paid not more than seven calendar days following the close of the payroll period.
20 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
21 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
22 worked. Defendant systematically failed and refused to pay the employees all wages due, and
23 failed to pay those wages twice a month, in that employees were not paid all wages for all meal
24 periods not provided by Defendant, all wages for all rest periods not authorized and permitted by
25 Defendant, and all wages for all hours worked.

26 27. Further, Business and Professions Code Section 17203 provides that any person
27 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
28 Business and Professions Code Section 17204 provides that any person who has suffered actual

1 injury and has lost money or property as a result of the unfair competition may bring an action in
2 a court of competent jurisdiction.

3 28. During all, or a portion of the Class Period, Plaintiff and each member of the Class
4 was employed by Defendant in the State of California.

5 29. Plaintiff and Class Members were non-exempt employees covered under one or
6 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,
7 regulations and statutes, and each Class Member was not subject to an exemption for executive,
8 administrative or professional employees, which imposed obligations on the part of Defendant to
9 pay Plaintiff and Class Members lawful overtime compensation.

10 30. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor
11 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
12 an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period
13 compensation.

14 31. During the Class Period, Defendant was obligated to pay Plaintiff and Class
15 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
16 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in
17 excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were
18 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
19 hours per workweek but were not paid at the proper overtime rate of pay.

20 32. During the Class Period, Defendant maintained a policy and practice of failing to
21 pay Plaintiff and Class Members for all hours worked. During the Class Period, Plaintiff and
22 Class Members were regularly required to work off-the-clock, uncompensated, as they were
23 required to send and receive work-related text messages regarding their next shift work
24 schedules and jobsite locations after the scheduled shift hours. During the Class Period,
25 Plaintiff and Class Members were also required to take off the safety gear after the scheduled
26 shift end and after clocking out, uncompensated.

1 33. Defendant's automatic deduction and time rounding policies and practices for meal
2 periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted
3 to Defendant's premises and/or subject to Defendant's control during off-the-clock meal
4 periods (described above), and/or other off-the-clock work resulted in the failure to account for
5 all hours worked and thus the denial of minimum wages as well as overtime wages owed to
6 Plaintiff and Class Members who worked more than eight (8) hours in a day or more than forty
7 (40) hours in a week.

8 34. In maintaining a practice of not paying all wages owed, Defendant failed to
9 maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,
10 Defendant also failed to maintain accurate records of the hours Plaintiff and Class Members
11 worked.

12 35. During the Class Period, Defendant was obligated to provide Plaintiff and Class
13 with a work-free meal period within the first five (5) hours of a shift no later than the start of
14 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-
15 free meal period no later than the start of the eleventh hour of work in the workday. Here,
16 Defendant wrongfully failed to provide Plaintiff and Class Members with legally compliant
17 meal periods. Defendant regularly required Plaintiff and Class Members to work in excess of
18 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,
19 duty-free meal period for every five hours of work, or without compensating Plaintiff and Class
20 Members for meal periods that were not provided by the end of the fifth hour of work or tenth
21 hour of work. Plaintiff and Class Members were instructed and mandated to record one-hour
22 meal periods even if they did not actually take a one-hour meal period. Based on information
23 and belief, this one-hour meal period was uncompensated.

24 36. Based on information and belief, despite Defendant's failure to provide lawful
25 meal periods, Defendant implemented a policy and/or practice of rounding the start and end times
26 of Plaintiff's and Class Members' meal periods and/or automatically deducting at least thirty
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1 minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or
2 constructive knowledge that Plaintiff and Class Members did not receive lawful meal periods.

3 37. Moreover, based on information and belief, Defendant failed to keep accurate
4 records of the true start and end times of Plaintiff's and Class Members' meal periods. Based on
5 information and belief, to the extent meal period were recorded, Defendant illegally rounded the
6 start and end times of purported meal periods resulting in Plaintiff and Class Members not being
7 paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN*
8 *Services, LLC* (2021) 11 Cal.5th 58.

9 38. Additionally, Defendant was obligated to provide Plaintiff and Class Members
10 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
11 day. Defendant, however, wrongfully failed to authorize and permit Plaintiff and Class Members
12 to take timely and duty-free rest periods. Defendant regularly required Plaintiff and Class
13 Members to work in excess of four consecutive hours a day without Defendant authorizing and
14 permitting them to take a ten-minute, continuous and uninterrupted, rest period for every four
15 hours of work (or major fraction of four hours), or without compensating Plaintiff and Class
16 Members for rest periods that were not authorized or permitted. Defendant did not have adequate
17 policies or practices permitting or authorizing rest periods for Plaintiff and Class Members, nor
18 did Defendant have adequate policies or practices regarding the timing of rest periods. On
19 information and belief, Plaintiff and Class Members were never authorized or allowed to take
20 any rest periods.

21 39. California Labor Code Section 2802 requires employers to reimburse employees
22 for their necessary expenditures and losses incurred in direct consequence of the discharge of
23 their duties or of their obedience to directions of the employer.

24 40. During the Class Period, Defendant wrongfully required Plaintiff and Class
25 Members to pay expenses that they incurred in direct discharge of their duties for Defendant
26 without reimbursement. On information and belief, Defendant required Plaintiff and Class
27 Members to use their personal cell phones to download an application titled "Extra Time" on their
28 personal cell phones and to record their time on that application as well as send and respond to

work-related text messages and calls regarding the next shift schedules and jobsite locations using their personal cell phones. Defendant failed to reimburse Plaintiff and Class Members the reasonable portion of their personal cell phone bills. Defendant also wrongfully required Plaintiff and Class Members to purchase tools and materials including but not limited to hammers and spatulas and safety gear including but not limited to hard hats necessary to perform their work, without reimbursement. Plaintiff and Class Members incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and Class Members for these employment-related expenses.

41. Defendant continues to employ non-exempt, hourly-paid employees within California.

42. Plaintiff and Class Members primarily performed non-exempt work, often in excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s), regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime compensation at the rate of one and a half times their regular rate of pay and, when applicable, double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or statutes.

43. During the Class Period, Defendant required Plaintiff and Class Members to work regular hours, off the clock hours, and overtime hours without lawful compensation in violation of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and affected Class Members.

44. Class Members who ended their employment with Defendant during the Class Period but were not paid the above due compensation for all hours worked timely upon the termination of their employment as required by Labor Code Sections 201, 202, and 203 are entitled to penalties as provided by Labor Code Section 203. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods. Accordingly, Plaintiff and

1 Class Members are entitled to recover from Defendant their additionally accruing wages for each
2 day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to
3 Labor Code Section 203.

4 45. During the Class Period, on information and belief, Defendant failed to furnish
5 Plaintiff and Class Members with accurate, itemized wage statements showing Defendant's
6 legal entity address, all gross and net wages earned including employees' total hours worked,
7 correct hours worked, correct wages earned for hours worked, correct overtime hours worked,
8 correct wages for meal periods that were not provided in accordance with California law,
9 correct wages for rest periods that were not authorized and permitted to take in accordance
10 with California law. As a result of these violations of California Labor Code Section 226(a),
11 Plaintiff and Class Members are owed the amounts provided for in California Labor Code
12 Section 226(e), including actual damages.

13 46. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in
14 California for the same employer for 30 or more days within a year from the commencement of
15 employment is entitled to paid sick days.

16 47. Labor Code Section 246 (i) requires employers to provide an employee with
17 written notice that sets forth the amount of paid sick leave available.

18 48. During the Class Period, Defendant failed to provide proper paid sick leave to
19 Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick
20 leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave
21 hours on the correct number of hours worked (as a result of the rounding/automatic deduction
22 policies and practices for meal periods and/or shift start and end times/other required off-the-
23 clock work). Based on information and belief, Defendant further failed to provide notice of the
24 correct sick leave amount balance available to Plaintiff and Class Members on their wage
25 statements or other written statements. In addition, Defendant failed to maintain accurate records
26 of used sick leave and the balance of paid sick leave left to Class Members.

1 49. Based on information and belief, during the Class Period, Defendant failed to
2 provide notice of correct sick leave amount balance left for Plaintiff and Class Members, thus
3 affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class
4 Members would have used their paid sick leave at least prior to their respective separations, for
5 as on several occasions thereafter, he or she would have been entitled to use the banked sick leave
6 and earn appropriate compensation.

7 50. In violation of Labor Code Section 247.5, Defendant failed to maintain records
8 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and Class
9 Members, permitting the presumption that Plaintiff and Class Members were entitled to the
10 maximum number of hours accruable under this article.

11 51. Defendant unlawfully retained and continues to retain paid sick leave that should
12 have been paid but was not, as a result of Defendant's failure to properly institute a paid sick
13 leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief,
14 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
15 all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code
16 Sections 233 and 234, which incorporates the paid sick leave requirements.

17 52. Labor Code Sections 1198 and 1199 make unlawful any employment of any
18 employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
19 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
20 Sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's
21 violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping
22 provisions, minimum wages and overtime wages, business expenses and other violations
23 described herein result in separate violations of Sections 1198 and 1199, which subject
24 Defendant to civil penalties under Labor Code Section 1197.1.

25 **CLASS ALLEGATIONS**

26 53. Plaintiff brings this action on behalf of herself and all other similarly situated
27 persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed
28 of and defined as follows:

- 1 (a) All persons who are employed or have been employed by Defendant in the
2 State of California, and who, within the four (4) years of the filing of this
3 Complaint to the present, have worked as non-exempt employees and were not
4 paid all wages owed, including but not limited to the legally requisite
5 minimum, regular time rate, overtime rate and/or double-time rate, sick pay;
- 6 (b) All persons who are employed or have been employed by Defendant in the
7 State of California, and who, within the four (4) years of the filing of this
8 Complaint to the present, have worked as non-exempt employees and have not
9 been provided a meal period for shifts in excess of five (5) hours within the
10 first five (5) hours such shifts, and were not provided one (1) hour's pay for
11 each day during which a lawful meal period was not provided;
- 12 (c) All persons who are employed or have been employed by Defendant in the
13 State of California, and who, within the four (4) years of the filing of this
14 Complaint to the present, have worked as non-exempt employees and have not
15 been provided a rest period for every four (4) hours, or major fraction thereof,
16 worked per day, and were not provided compensation of one (1) hour's pay for
17 each day on which such rest period(s) was not provided;
- 18 (d) All persons who are employed or have been employed by Defendant in the
19 State of California, and who, within the four (4) years of the filing of this
20 Complaint to the present, have worked as non-exempt employees and have not
21 been reimbursed expenditures in discharge of their duties;
- 22 (e) All persons who are employed or have been employed by Defendant in the
23 State of California, and who, within the three (3) years of the filing of this
24 Complaint to the present, have worked as non-exempt employees and have
25 been terminated or resigned, and have not been paid wages pursuant to Labor
26 Code Section 203 and are owed restitution and waiting time penalties for
27 unpaid wages;
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1 (f) All persons who are employed or have been employed by Defendant in the
2 State of California, and who, within the one (1) year of the filing of this
3 Complaint to the present have worked as non-exempt employees and were not
4 provided an accurate payroll record or wage statement as required under Labor
5 Code Sections 226 and 1174;

6 (g) All persons who are employed or have been employed by Defendant in the
7 State of California, and who, within the four (4) years of the filing of this
8 Complaint to the present, have worked as non-exempt employees and were
9 subjected to unlawful and unfair business practices within the meaning of
10 California's Unfair Competition Law and who suffered injury, including lost
11 money, as a result of Defendant's unlawful and unfair business practices.

12 54. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
13 necessary to amend the definition of the Class. Plaintiff will formally define and designate a class
14 definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

15 55. This action has been brought and may be maintained as a class action pursuant to
16 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
17 persons and it is impractical to bring them all before the court.

18 56. The Court should permit this action to be maintained as a class action pursuant to
19 Code of Civil Procedure Section 382 because:

- 20 (a) The questions of law and fact common to Class predominate over any
21 question affecting only individual class members;
- 22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the Class members;
- 24 (c) Class is so numerous that it is impractical to bring all members of the
25 Class before the Court;
- 26 (d) Plaintiff and Class Members will not be able to obtain effective and
27 economic legal redress unless the action is maintained as a class action;
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- 1 (e) There is a community of interest in obtaining appropriate legal and
2 equitable relief for the common law and statutory violations and other
3 improprieties and in obtaining adequate compensation for the damages
4 and injuries which Defendant's actions have inflicted upon Class;
- 5 (f) There is a community of interest in ensuring that the combined assets and
6 available insurance of the Defendant are sufficient to adequately
7 compensate Class Members for the injuries sustained;
- 8 (g) Without class certification, the prosecution of separate actions by
9 individual members of the Class would create a risk of:
- 10 (1) Inconsistent or varying adjudications with respect to individual
11 members of the Class which would establish an incompatible
12 standard of conduct for Defendant; and/or
- 13 (2) Adjudications with respect to the individual members which
14 would, as a practical matter, be dispositive of the interests of other
15 members not parties to the adjudications, or would substantially
16 impair or impede their ability to protect their interests, including
17 but not limited to the potential for exhausting the funds available
18 from those parties who are, or may be, responsible Defendant; and
- 19 (h) Defendant has acted or refused to act on grounds generally applicable to
20 Class, thereby making final injunctive relief appropriate with respect to
21 Class as a whole.

22 57. There is a well-defined community of interest in the litigation and Class is
23 readily ascertainable:

- 24 (a) Numerosity: The members of Class (and each subclass, if any) are so
25 numerous that joinder of all members would be unfeasible and impractical.
26 The membership of the entire Class is unknown to Plaintiff at this time,
27 however, the Class is estimated to be greater than 100 individuals and the
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identity of such membership is readily ascertainable by inspection of Defendant' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1. The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
2. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
3. The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
4. The difficulties likely to be encountered in the management of

1 a class action.

2 (e) Public Policy Considerations: The public policy of the State of California is
3 to resolve the California Labor Code claims of many employees through a
4 class action. Indeed, current employees are often afraid to assert their rights
5 out of fear of direct or indirect retaliation. Former employees are also
6 fearful of bringing actions because they believe their former employers
7 might damage their future endeavors through negative references and/or
8 other means. Class actions provide the class members who are not named in
9 the complaint with a type of anonymity that allows for the vindication of
10 their rights at the same time as their privacy is protected.

11 58. Plaintiff contemplates the eventual issuance of notice to the proposed members of
12 the Class that would set forth the subject and nature of the instant action. Defendant's own
13 business records may be utilized for assistance in the preparation and issuance of the
14 contemplated notices. To the extent that any further notices may be required, Plaintiff would
15 contemplate the use of additional techniques and forms commonly used in class actions, such as
16 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
17 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Pay All Wages, Sick Pay for All Hours Worked**
20 **(Against Defendant, DOES 1 through 50, and each of them)**

21 59. Plaintiff and Class Members re-allege and incorporate by reference all preceding
22 paragraphs of this complaint as though fully set forth herein.

23 60. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in
24 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
25 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
26 any employee."
27
28

1 61. Labor Code Section 1194, subdivision (a) states: “Notwithstanding any agreement
2 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to recover in a civil action the
4 unpaid balance of the full amount of this minimum wage or overtime compensation, including
5 interest thereon, reasonable attorney's fees, and costs of suit.”

6 62. Further, pursuant to Labor Code Section 1197, payment of less than the minimum
7 wage fixed by the Labor Commission is unlawful.

8 63. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
9 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
10 IWC Wage Order(s).

11 64. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and
12 Class Members for all hours worked, meaning the time during which an employee is subject to
13 the control of an employer, including all the time the employee is suffered or permitted to work,
14 whether or not required to do so.

15 65. Labor Code Section 204 requires employers to pay employees all earned wages
16 two times per month on days designated in advance by the employer as regular paydays.
17 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
18 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
19 month during which the labor was performed, and labor performed between the 16th and the last
20 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
21 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
22 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
23 the wages are paid not more than seven calendar days following the close of the payroll period.
24 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
25 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
26 worked. However, during Class period, Defendant systematically failed and refused to pay the
27 employees all wages due, and failed to pay those wages twice a month, in that employees were
28

not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked.

66. Plaintiff and Class Members were required to work overtime in excess of eight (8) hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper overtime rate of pay.

67. Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

68. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

69. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

70. Labor Code Section 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

71. During the Class Period, Defendant failed to provide proper paid sick leave to Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work). Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and Class Members on their wage

1 statements or other written statements. In addition, Defendant failed to maintain accurate records
2 of used sick leave and the balance of paid sick leave left to Class Members.

3 72. Based on information and belief, during the Class Period, Defendant failed to
4 provide notice of correct sick leave amount balance left for Plaintiff and Class Members, thus
5 affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class
6 Members would have used their paid sick leave at least prior to their respective separations, for
7 as on several occasions thereafter, he or she would have been entitled to use the banked sick leave
8 and earn appropriate compensation.

9 73. In violation of Labor Code Section 247.5, Defendant failed to maintain records
10 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and Class
11 Members, permitting the presumption that Plaintiff and Class Members were entitled to the
12 maximum number of hours accruable under this article.

13 74. Defendant unlawfully retained and continues to retain paid sick leave that should
14 have been paid but was not, as a result of Defendant's failure to properly institute a paid sick
15 leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief,
16 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
17 all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code
18 Sections 233 and 234, which incorporates the paid sick leave requirements.

19 75. That calculation of individual damages for Class Members may at some point be
20 required does not foreclose the possibility of taking common evidence on questions regarding
21 their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*
22 *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)
23 30 Cal.3d 256).

24 76. As a result, Defendant is liable to Plaintiff and Class Members for the civil
25 penalties provided for in Labor Code Sections 210, 558, 1197.1 for failing to pay for all hours
26 worked, including overtime. This conduct also results in violations of Labor Code sections
27 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These
28 violations subject Defendant to civil penalties under Labor Code Sections 558, 558.1, 218.5 and

all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member, for each pay period during which the referenced statutes and Wage Order provisions were violated.

77. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

78. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

79. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

80. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

81. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this Section.

82. Defendant failed to provide Plaintiff and Class Members complaint meal periods. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

83. At all times relevant hereto, Plaintiff and Class have worked more than five (5) hours in a workday.

84. By virtue of Defendant's failure to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to

1 suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional
2 limits of this Court and which will be ascertained according to proof at trial.

3 85. Plaintiff, individually and on behalf of Class Members, requests recovery of meal
4 period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing
5 this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as
6 provided by the Labor Code and/or other statutes.

7 86. Plaintiff and Class Members are thus entitled to be paid one hour of additional
8 wages for each workday he or she was not provided with all required meal period(s).
9 Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages
10 to which they were entitled for meal periods and that were not provided. As a result, Defendant
11 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code
12 sections 210, 558 for failing to provide meal periods and pay meal period premium wages. The
13 aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198-
14 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable
15 IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code
16 sections 558.1, 558 and all applicable IWC Wage Orders, section 20. Each violation of each
17 Labor Code section and Wage Order provision results in a separate civil penalty, for each Class
18 Member for each pay period during which the referenced statutes and Wage Order provisions
19 were violated. Defendant's failure to provide valid meal periods, and the automatic deduction
20 for meal periods that were not provided/valid, ultimately results in further violations, such as
21 violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations
22 discussed below.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

25 **(Against Defendant, DOES 1 through 50, and each of them)**

26 87. Plaintiff and Class Members re-allege and incorporate by reference all preceding
27 paragraphs of this complaint as though fully set forth herein.
28

1 88. The IWC Wage Orders and Labor Code Section 226.7 provides that employers
2 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
3 time per four (4) work hours or major fraction thereof.

4 89. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to
5 provide an employee rest period in accordance with this Section, the employer shall pay the
6 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
7 that the rest period is not provided.

8 90. Defendant failed and/or refused to implement a policy by which Plaintiff and Class
9 Members could receive rest periods and/or work free rest periods. By and through its actions,
10 Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in
11 violation of Labor Code Sections 226.7 and 512.

12 91. At all times relevant hereto, Plaintiff and Class have worked more than four (4)
13 hours in a workday.

14 92. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
15 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,
16 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
17 this Court and which will be ascertained according to proof at trial.

18 93. Plaintiff, individually and on behalf of employees similarly situated, requests
19 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years
20 prior to filing this Complaint, as well as the assessment of any statutory penalties against
21 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

22 94. Plaintiff and Class Members are thus entitled to be paid one hour of additional
23 wages for each workday he or she was not authorized and permitted to take all required rest
24 period(s). Defendant, however, regularly failed to pay Plaintiff and Class Members the
25 additional wages to which they were entitled for rest periods and that they were not authorized
26 and permitted to take. As a result, Defendant is liable to Plaintiff and Class Members for the
27 civil penalties provided for in Labor Code Sections 210, 558 for failing to authorize and permit
28 rest periods and pay rest period premium wages. The aforementioned conduct also results in

violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, Section 12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, Section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member for each pay period during which the referenced statutes and Wage Order provisions were violated

FOURTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Against Defendant, DOES 1 through 50, and each of them)

95. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

96. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central location in California, or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily by, and the wages paid to, each employee.

97. Labor Code Section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions . . . , (5) net wages, (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 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee

98. Moreover, the IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work period, when each employee takes a meal period, the total daily hours

1 worked by each employee and the total hours worked in each payroll period, and applicable rates
2 of pay.

3 99. Plaintiff is informed and believes that Defendant willfully and intentionally failed
4 to make and/or keep records which accurately reflect the total hours worked by Plaintiff and
5 Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect when
6 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods
7 or worked for hours not paid.

8 100. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
9 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
10 the total hours worked by the employee, causing the employee injury, then the employee is
11 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial
12 violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand
13 dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or
14 keep accurate records for Plaintiff and Class.

15 101. Defendant knew or should have known that Plaintiff and Class members were
16 entitled to receive accurate wage statements, which would include meal break premiums, and/or
17 rest break premiums, as required by Labor Code Section 226. As a result of Defendant violating
18 Labor Code Section 226, Plaintiff and Class Members suffered injury and damage to their
19 statutorily protected rights. Accordingly, Plaintiff and Class Members are entitled to recover
20 from Defendant the greater of their actual damages caused by Defendant's failure to comply with
21 Labor Code Section 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.
22 Moreover, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for
23 in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

24 102. Plaintiff seeks penalties under Labor Code Section 1174(d). Pursuant to Labor
25 Code Section 1174.5, any person, including any entity, employing labor who willfully fails to
26 maintain accurate and complete records required by Labor Code Section 1174 is subject to a
27 penalty under Section 1174.5. Pursuant to the applicable IWC Order section 7(A)(3), every
28 employer shall keep time records showing when the employee begins and ends each work period.

Meal periods and total hours worked daily shall also be recorded. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and Class Members.

103. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and Class Members had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and Class Members have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and Class Members have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them. As a result, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Section 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and Class Members violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code Sections 558.1, 226.6, 1174.5. Each violation of each Labor Code section and Wage Order provision, for each Class Member, results in a separate civil penalty.

104. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and Class are entitled to statutory penalties pursuant to Labor Code Section 1174.5.

FIFTH CAUSE OF ACTION

Failure to Pay Wages upon Termination of Employment (Against Defendant, DOES 1 through 50, and each of them)

114. Defendant knowingly, willingly and intentionally attempted to offset the cost of doing business on the Plaintiff and Class.

115. Defendant had a corporate practice and policy of requiring Plaintiff and Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and Class for necessary expenditures.

116. Accordingly, Plaintiff and Class are entitled to an award of “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees and interest.

SEVENTH CAUSE OF ACTION

Unfair Business Practices

(Against Defendant, DOES 1 through 50, and each of them)

117. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

118. Business and Professions Code Section 17200 et seq. (also referred to herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

119. Business and Professions Code Section 17204 allows “a person who has suffered injury in fact and has lost money or property as a result of the unfair competition” to prosecute a civil action for violation of the Unfair Competition Law (“UCL”).

120. Labor Code Section 90.5, subdivision (a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

121. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of

1 Labor Code Sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194,
2 1197, 1197.1, 1198, 1199, 2802 as well as other statutes.

3 122. The violations of these laws and regulations, as well as of the fundamental
4 California public policies protecting workers, serve as unlawful predicate acts and practices for
5 purposes of Business and Professions Code Section 17200 et seq.

6 123. The acts and practices described above constitute unfair, unlawful and fraudulent
7 business practices, and unfair competition, within the meaning of Business and Professions Code
8 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
9 similarly situated employees to labor for many consecutive hours without receiving the meal and
10 rest periods and overtime compensation to which they are entitled by law, while enabling
11 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

12 124. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury
13 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
14 hours worked.

15 125. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
16 and Class have suffered lost wages in an amount to be proven at trial.

17 126. Business and Professions Code Section 17203 provides that a court may make
18 such orders or judgments as may be necessary to prevent the use or employment by any person
19 of any practice which constitutes unfair competition. Injunctive relief is necessary and
20 appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts
21 and business practices alleged above.

22 127. Business and Professions Code Section 17203 provides that the Court may restore
23 to any person in interest any money or property that may have been acquired by means of such
24 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and
25 Professions Code Section 17203 for all wages and payments unlawfully withheld from
26 employees, including the fair value of the meal and rest periods taken away from them during the
27 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
28

1 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
2 obedience to the directions of the employer.

3 128. Business and Professions Code Section 17202 provides, “Notwithstanding Section
4 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
5 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce
6 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
7 Section 17202.

8 129. Plaintiff’s success in this action will enforce important rights affecting public
9 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and
10 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil
11 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

12 130. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
13 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a
14 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
15 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
16 Code of Civil Procedure Section 1021.5 and otherwise.

17 **EIGHTH CAUSE OF ACTION**

18 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***
19 **(Against Defendants, DOES 1 through 50, and each of them)**

20 131. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this
21 complaint, as if fully alleged herein.

22 132. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney
23 General Act of 2004 (“PAGA.”) (Labor Code sections 2698 *et seq.*)

24 133. PAGA permits an “aggrieved employee” to recover penalties on behalf of
25 himself/herself and other employees subject to violations of the Labor Code, including violations
26 of sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1,
27 1198, 1199, 2802, as well as the applicable Wage Order.

28 134. Plaintiff is informed and believes Defendants at all relevant times employed one

1 or more employees.

2 135. For those code sections that provide for the recovery of civil penalties, Plaintiff
3 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
4 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
5 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
6 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
7 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

8 136. Section 2699, subdivision (a) provides that civil penalties may be “recovered
9 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
10 current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),
11 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
12 award of reasonable attorneys’ fees and costs.

13 137. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
14 to civil penalties, attorneys’ fees and costs, according to proof.

15 **PRAYER FOR RELIEF**

16 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
17 the class claims, prays for relief and judgment against Defendant as follows:

18 **Class Certification**

19 1. That this action be certified as a class action with respect to the First, Second,
20 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

21 2. That Plaintiff be appointed as the representative of the Class; and

22 3. That counsel for Plaintiff be appointed as Class Counsel.

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

24 4. That the Court declare, adjudge and decree that Defendant violated California
25 Labor Code Sections 204, 245-248.5, 510, 512, 1194, 1197, 1197.1, 1198, 1199 and
26 applicable IWC Wage Orders by willfully failing to pay all wages due and sick pay;

27 5. For general unpaid wages as may be appropriate;
28

1 6. For pre-judgment interest on any unpaid compensation commencing from the
2 date such amounts were due;

3 7. For liquidated damages;

4 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code § 1194(a); and,

6 9. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 As to the Second Cause of Action

9 10. That the Court declare, adjudge and decree that Defendant violated California
10 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

11 11. For unpaid meal period premium wages as may be appropriate;

12 12. For pre-judgment interest on any unpaid compensation commencing from the
13 date such amounts were due;

14 13. For reasonable attorneys' fees under California Code of Civil Procedure §
15 1021.5, and for costs of suit incurred herein; and

16 14. For such other and further relief as the Court may deem equitable and
17 appropriate.
18

19 As to the Third Cause of Action

20 15. That the Court declare, adjudge and decree that Defendant violated California
21 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

22 16. For unpaid rest period premium wages as may be appropriate;

23 17. For pre-judgment interest on any unpaid compensation commencing from the
24 date such amounts were due;

25 18. For reasonable attorneys' fees under California Code of Civil Procedure §
26 1021.5, and for costs of suit incurred herein; and
27
28

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

3 As to the Fourth Cause of Action

4 20. That the Court declare, adjudge and decree that Defendant violated the record
5 keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage
6 Orders, and willfully failed to provide accurate itemized wage statements thereto;

7 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

8 22. For injunctive relief to ensure compliance with this Section, pursuant to
9 California Labor Code Section 226(h);

10 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

11 24. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendant violated California
15 Labor Code Sections 201, 202, 203 by willfully failing to pay all compensation owed at the
16 time of termination of the employment;

17 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
18 employees who have left Defendant's employ;

19 27. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due;

21 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

22 29. For such other and further relief as the Court may deem equitable and
23 appropriate.
24

25 As to the Sixth Cause of Action

26 30. That the Court declare, adjudge and decree that Defendant violated Labor Code
27 Section 2802 and the IWC Wage Orders;
28

1 31. For general unpaid wages and reimbursement of business expenses as may be
2 appropriate;

3 32. For pre-judgment interest on any unpaid compensation commencing from the
4 date such amounts were due;

5 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

6 34. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 As to the Seventh Cause of Action

9 35. That the Court declare, adjudge and decree that Defendant violated California
10 Business & Professions Code Section 17200, *et seq.* by failing to pay wages for all hours
11 worked, failing to provide meal periods, failing to maintain accurate records of meal
12 periods, failing to authorize and permit rest periods, and failing to maintain accurate records
13 of all hours worked and meal periods, failing to furnish accurate wage statements, and
14 failing to indemnify necessary business expenses;

15 36. For restitution of unpaid wages to Plaintiff and all Class Members and
16 prejudgment interest from the day such amounts were due and payable;

17 37. For the appointment of a receiver to receive, manage and distribute any and all
18 funds disgorged from Defendant and determined to have been wrongfully acquired by
19 Defendant as a result of violations of California Business & Professions Code §§ 17200 *et*
20 *seq.*;

21 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure Section 1021.5;

23 39. For injunctive relief to ensure compliance with this Section, pursuant to
24 California Business & Professions Code Sections 17200, *et seq.*; and,

25 40. For such other and further relief as the Court may deem equitable and
26 appropriate.
27
28

1 As to the Eighth Cause of Action

2 41. That the Court declare, adjudge and decree that Defendants violated the
3 California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing
4 to provide meal periods, failing to maintain accurate records of meal periods, failing to
5 authorize and permit rest periods, failing to maintain accurate records of all hours worked and
6 meal periods, failing to indemnify necessary business expenses, failing to pay final wages at
7 termination, and failing to furnish accurate wage statements;

8 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
9 other applicable Labor Code provisions;

10 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Labor Code § 2699;

12 44. For such other and further relief as the Court may deem equitable and
13 appropriate.
14

15 As to all Causes of Action

16 45. For any additional relief that the Court deems just and proper.
17

18
19 Dated: March 23, 2026

TUNYAN LAW, APC

20 
21 _____

22 Lilit Tunyan

23 Artur Tunyan

24 Attorneys for Plaintiff IMER FRANCISCO

25 COLINDRES HERNANDEZ,

26 as an individual and on behalf of all
27 employees similarly situated
28

Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

January 15, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Pro Finish Painting, Inc.
3732 Cerritos Avenue, Unit H
Los Alamitos, CA 90720

VIA CERTIFIED MAIL

Return Receipt Requested
Mark Thomas Collinsworth
Agent for Service of Process for
Pro Finish Painting, Inc.
9665 Chesapeake Drive, Suite 305
San Diego, CA 92123

VIA MAIL

Return Receipt Requested
Pro Finish Painting, Inc.
P.O. Box 20406
El Cajon, CA 92021

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Colindres v. Pro Finish Painting, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Imer Francisco Colindres Hernandez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Pro Finish Painting, Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a laborer from approximately March 2025 to December 2025, primarily in Los Angeles and Orange Counties. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory period, Plaintiff and the Aggrieved Employees were regularly required to work off-the-clock, uncompensated, as they were required to send and receive work-related text messages regarding their next shift work schedules and jobsite locations after the scheduled shift hours. Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also required to take off the safety gear after the scheduled shift end and after clocking out, uncompensated.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510,

558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees were instructed and mandated to record one-hour meal periods even if they did not actually take a one-hour meal period. Based on information and belief, this one-hour meal period was uncompensated.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

On information and belief, Defendant did not have a rest period policy or practice. Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted.

During the statutory period, on information and belief, Plaintiff and the Aggrieved Employees were never authorized or allowed to take any rest periods. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in

violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. On information and belief, Defendant required Plaintiff and the Aggrieved Employees to use their personal cell phones to download an application titled “Extra Time” on their personal cell phones and to record their time on that application as well as send and respond to work-related text messages and calls regarding the next shift schedules and jobsite locations using their personal cell phones. Defendant failed to reimburse Plaintiff and the Aggrieved Employees the reasonable portion of their personal cell phone bills.

Throughout the statutory period, Defendant also wrongfully required Plaintiff and the Aggrieved Employees to purchase tools and materials including but not limited to hammers and spatulas and safety gear including but not limited to hard hats necessary to perform their work, without reimbursement.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant’ employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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 (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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

On information and belief, Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to list Defendant's legal entity address, correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statutory period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the statutory period, Defendant failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements. In addition, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide notice of correct sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233

and 234, which incorporates the paid sick leave requirements., Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, January 15, 2026 11:12:51 AM

1/15/2026

LWDA Case No. LWDA-CM-1150294-26
Law Firm : Tunyan Law, APC
Plaintiff Name : Imer Francisco Colindres Hernandez
Employer: Pro Finish Painting, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$11.06

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PS Form 3800, January

PRO FINISH PAINTING, INC.
P.O. BOX 20406
El CAJON, CA 92021



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GLENDALE, CA 91206-9998
www.usps.com

01/15/2026

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TRACKING NUMBERS

9589 0710 5270 2533 8831 40
9589 0710 5270 2533 8831 57
9589 0710 5270 2533 8831 33

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



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Product	Qty	Unit Price	Price
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San Diego, CA 92123
Weight: 0 lb 2.40 oz
Estimated Delivery Date
Tue 01/20/2026

Certified Mail®			\$5.30
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Tracking #:	9589 0710 5270 2533 8831 40
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Return Receipt			\$4.40
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Tracking #:	9590 9402 8114 2349 9452 08
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Total			\$11.06
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First-Class Mail® Letter	1		\$1.36
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Los Alamitos, CA 90720
Weight: 0 lb 2.40 oz
Estimated Delivery Date
Tue 01/20/2026

Certified Mail®			\$5.30
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Tracking #:	9589 0710 5270 2533 8831 57
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Return Receipt			\$4.40
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Tracking #:	9590 9402 8114 2349 9451 92
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Total			\$11.06
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First-Class Mail® Letter	1		\$1.36
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El Cajon, CA 92021
Weight: 0 lb 2.40 oz
Estimated Delivery Date
Tue 01/20/2026

Certified Mail®			\$5.30
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Tracking #:	9589 0710 5270 2533 8831 33
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Return Receipt			\$4.40
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Tracking #:	9590 9402 8114 2349 9452 15
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Total			\$11.06
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Grand Total:			\$33.18
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Credit Card Remit			\$33.18
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Card Name: VISA
Account #: XXXXXXXXXXXX0159
Approval #: 01155G
Transaction #: 776
AID: A0000000031010 Contactless
AL: VISA CREDIT

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Los Alamitos, CA 90720

Certified Mail Fee \$5.30
\$4.40
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$11.06

Sent To

Street and Apt. No., or

City, State, ZIP+4®

PS Form 3800, January

PRO FINISH PAINTING, INC.
3732 CERRITOS AVE., UNIT H
LOS ALAMITOS, CA 90720



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

San Diego, CA 92123

Certified Mail Fee \$5.30
\$4.40
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.36

Total Postage and Fees \$11.06

Sent To

Street and Apt. No., or

City, State, ZIP+4®

PS Form 3800, January

MARK THOMAS COLLINSWORTH
AGENT FOR SERVICE OF PROCESS
PRO FINISH PAINTING, INC.
9665 CHESAPEAKE DR. STE 305
SAN DIEGO, CA 92123



USPS TRACKING#



9590 9402 8114 2349 9451 92

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PRO FINISH PAINTING, INC.
3732 CERRITOS AVE., UNIT H
LOS ALAMITOS, CA 90720



9590 9402 8114 2349 9451 92

2. Article Number (Transfer from service label)

9589 0710 5270 2533 8831 57

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Mail

Mail Restricted Delivery

30)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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Dated: March 23, 2026

Thurs

Attorneys for Plaintiff IMER FRANCISCO
COLINDRES HERNANDEZ,
as an individual and on behalf of all
employees similarly situated

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 23, 2026, I served the foregoing document described as: On the date indicated below, I served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

COLLINSWORTH, SPECHT, CALKINS & GIAMPAOLI, LLP
9665 Chesapeake Dr., Suite 305
San Diego, CA, 92123
Tel: (858) 549-2800
Fax: (858) 549-3700

FIRST AMENDED COMPLAINT