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Attorneys for Plaintiff FRANCO HILARIO SINFORIANO, as a representative of the State of California and Labor and Workforce Development Agency, and on behalf of himself and other current and former employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCO HILARIO SINFORIANO, as a
designated Private Attorney General pursuant
to the Private Attorney General Act,

Plaintiff,

vs.

MASSIVE PRINTS., and DOES 1-50,
inclusive,

Defendant.

Case No.: **26STCV17416**

REPRESENTATIVE ACTION

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Pay Wages Due Upon Termination of Employment;

1 Plaintiff FRANCO HILARIO SINFORIANO (“Plaintiff” or “Mr. Hilario”), as a
2 representative of the State of California and the Labor and Workforce Development Agency
3 (“LWDA”), complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of the State of California as a Private Attorney
6 General pursuant to the Private Attorney General Act (2004), and more specifically, labor code
7 section 2698 et seq. as a result of one or more of the violations alleged herein by Defendant
8 MASSIVE PRINTS. (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME
9 PERIOD” is defined as one (1) year plus sixty-five (65) days prior to the filing of this complaint.
10 Plaintiff as a Private Attorney general reserve the right to amend this complaint to reflect a
11 different “Time Period” as further discovery is conducted. The term “Aggrieved Employee(s)”
12 shall mean Defendant’s non-exempt hourly employees that worked in California during the
13 RELEVANT TIME PERIOD.

14 2. Plaintiff, on behalf of the State of California as a Private Attorney general, seeks
15 relief against Defendant for (1) failing to pay Plaintiff and Aggrieved Employees for all hours
16 worked; (2) failing to provide Plaintiff and Aggrieved Employees with meal periods or premium
17 compensation in lieu thereof; (3) failing to provide Plaintiff and Aggrieved Employees with rest
18 periods or premium compensation in lieu thereof; (4) failing to provide Plaintiff and Aggrieved
19 Employees with accurate payroll records and provide accurate itemized wage statements; and (5)
20 failing to pay Plaintiff and Aggrieved Employees all wages due upon termination of employment.

21 3. At all relevant times herein, Defendant has consistently maintained and enforced
22 the following unlawful policies and practices against Plaintiff.

23 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
24 wages;

25 (b) Willfully refusal to permit off-duty meal periods or providing compensation in lieu
26 thereof;

27 (c) Willfully refusing to permit rest periods or providing compensation in lieu thereof;

28 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of

1 wages;
2 (e) Willfully refusing to pay all wages upon separation of employment.

3 **JURISDICTION AND VENUE**

4 4. This Court has subject matter jurisdiction over the causes of action alleged in this
5 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
6 excluded from exercising subject matter jurisdiction over said causes of action.

7 5. Venue is proper in the County of Los Angeles, because the Defendant maintains
8 its location and transact business in this county, the obligations and liability arise in this county,
9 and work performed by Plaintiff and Aggrieved Employees that forms the subject of this action
10 occurred in this county.

11 6. Further, there is no federal question at issue as the issues herein are based solely
12 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
13 Professions Code, and California Rules of Court.

14 **THE PARTIES**

15 **The Plaintiff**

16 7. Plaintiff began his employment with Defendant in or around August or September
17 2024, as a Shipping employee at Defendant's site through on or around September 19, 2025.
18 Throughout the relevant time period, Plaintiff was always paid on hourly wage and was deemed
19 a non-exempt hourly employee by Defendant. Plaintiff is accordingly entitled to compensation
20 for all hours worked, overtime compensation, premium pay, and penalties from Defendant.

21 **The Defendant**

22 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
23 company and in the business of operating a clothing warehouse company. On information and
24 belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing
25 in California, at all times herein mentioned, has regularly conducted business throughout the State
26 of California, including Los Angeles County.

27 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
28 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,

1 inclusive, but on information and belief alleges that said Defendants are legally responsible for
2 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
3 capacities of the DOE Defendants when ascertained.

4 10. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
5 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
6 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
7 attributable to the other Defendant. Furthermore, Defendants operate as a joint venture and/or
8 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
9 joint employers and conspire with one another to increase profits by engaging in the conduct
10 described in this complaint.

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

18 **PAGA ADMINISTRATIVE PREREQUISITE**

19 12. By this complaint, Plaintiff brings this case as a representative action seeking
20 penalties for the State of California in a representative capacity, as provided by the Private
21 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
22 employed by Defendant and did not receive all wages due, was not paid regular wage, was not
23 paid overtime, was not provided accurate wage statements, and was not able to take lawful meal
24 and rest breaks or receive premium compensation in lieu thereof.

25 13. Prior to filling this complaint, on February 17, 2026, Plaintiff gave written notice
26 by certified electronic mail to the Labor and Workforce Development agency ("LWDA") and to
27 Defendant of the specified provisions alleged to have been violated, including the facts and
28 theories to support the alleged violation as required by labor Code section 2699.3. A true and

1 correct copy of Plaintiff's original letter sent to the LWDA on February 17, 2026, is attached
2 hereto as Exhibit A.

3 14. More than sixty-five (65) days have been passed since Plaintiff submitted his
4 February 17, 2026 notice to the LWDA and Defendant of the specific alleged labor Code
5 violations and the LWDA has not provided notice to Plaintiff of its intent to investigate such
6 alleged violations. Plaintiff further has received no notice of Defendant's intent to cure any of the
7 alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this
8 action with regard to his February 17, 2026, PAGA notice.

9 **FACTUAL ALLEGATIONS**

10 15. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
11 employees the benefits due under California's wage and hour laws for work performed in
12 California. Defendant wrongfully refused to pay Plaintiff and Aggrieved Employees with regular
13 wages, overtime compensation and other statutory benefits mandated by California.

14 16. Throughout the Relevant Time Period, Defendant employed Plaintiff and
15 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
16 these positions remain non-exempt from California's wage and hour laws, yet Defendant fail to
17 pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-exempt
18 employees as required by law.

19 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
20 policies and practices described herein are common across each of Defendant's locations within
21 the State of California

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant
23 instituted a policy and practice against the employees wherein minimum wage and overtime
24 wages due were not paid in compliance with California law. Plaintiff and Aggrieved Employees
25 were not compensated all minimum and overtime wages for all hours they were subjected to
26 Defendant's control. Plaintiff and Aggrieved Employees were harmed by Defendant's failure to
27 pay all minimum and overtime wages.

28 19. Plaintiff is informed an believes, and based thereon alleges, that Defendant was

1 required to provide Plaintiff and Aggrieved Employees with a work-free, thirty (30) minute meal
2 period within the first five (5) hours of a shift for workday in excess of six (6) hours, and a second
3 thirty (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10)
4 hours, in compliance with labor Code section 512. Defendant routinely denied Plaintiff and
5 Aggrieved Employees a full, uninterrupted, thirty (30) minute off-duty meal period when they
6 worked in excess of six (6) hours within the first five (5) hours of their shifts. Plaintiff and
7 Aggrieved Employees routinely denied a second thirty (30) minute meal period within the tenth
8 (10th) hour of their shifts. On information and belief, neither Plaintiff nor Aggrieved Employees
9 waived their lawful meal periods or received compensation from Defendant for their missed and
10 or interrupted meal periods.

11 20. Additionally, Defendant were obligated to provide Plaintiff and Aggrieved
12 Employees with a ten (10) minute rest break for every (4) hours, or major fraction thereof, worked
13 each day. Defendant prevented Plaintiff and Aggrieved Employees from taking their full rest
14 breaks throughout their shifts. Specifically, Plaintiff and Aggrieved Employees rest breaks were
15 regularly interrupted in order to complete their jobs more quickly, as a result of Defendant's
16 failure to adequately staff employees to allow a work-free rest period. Plaintiff and Aggrieved
17 Employees did not receive all paid rest periods or payment of one (1) additional hour of pay at
18 Plaintiff's and Aggrieved Employees' regular rate of pay when a paid rest period was missed,
19 shortened or interrupted.

20 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
21 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
22 wage statements that accurately showed their actual hours worked, total hours worked, number
23 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned pay
24 per period, in accordance with California law. In violation of the Labor Code, Plaintiff and
25 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
26 reported their gross and net wages earned, total hours worked, premium wages earned, and each
27 applicable rate of pay in effect during the pay period with the corresponding number of hours
28 worked, among other things .

1 22. For at least one (1) year and sixty-five (65) days prior to the filing of this action
2 and through to the present, Plaintiff alleges that Defendant consistently maintained and enforced
3 the following unlawful practices and policies against its employees, in violation of California
4 state wage and hour laws.

5 (a) Defendant had a consistent policy of not paying Plaintiff and Aggrieved Employees
6 for all hours worked;

7 (b) Defendant had a consistent policy of requiring Aggrieved Employees within the State
8 of California, including Plaintiff, to work at least five (5) hours without a lawful meal
9 period and work at least ten (10) hours without a second meal period, and failing to
10 pay such employees one (1) hour of pay at the employees' regular rate of
11 compensation for each workday that the meal period was not provided, all in violation
12 of, among others, Labor Code sections 201, 202, 226.7, 512, and applicable Industrial
13 Welfare Commission Wage Orders, in one or more of the following manners;

14 i. Employees were unable to take timely uninterrupted meal periods; and

15 (c) Defendant had a consistent policy of failing to provide Aggrieved Employees within
16 the State of California, including Plaintiff, rest periods of at least (10) minutes per four
17 (4) hours worked or major fraction thereof and failing to pay such employees one (1)
18 hour of pay at the employees' regular rate of compensation for each workday that the
19 rest period is not provided, as required by California state wage and hour laws, in one
20 or more of the following manners;

21 i. Employees were required to work without being provided a minimum ten-minute
22 rest period for every four hours, or major fraction thereof, worked and were not
23 compensated with one hour of pay at their regular rate of pay for each workday
24 that a rest period was not provided; and

25 ii. employees were neither permitted nor authorized to take lawful rest periods.

26 (d) With respect to the Aggrieved Employees who either were discharged, laid off, or
27 resigned, Defendant failed to pay them in accordance with the requirements of Labor
28 Code sections 201, 202, and 203;

1 (e) Defendant failed to institute policies and procedures that ensured accurate recording
2 of all hours Plaintiff and Aggrieved Employees worked during the Relevant Time
3 Period.

4 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant
5 willfully failed to pay Aggrieved Employees all wages earned, including compensation for missed
6 meal and rest periods, in a timely manner upon or after termination of their employment with
7 Defendant.

8 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant
9 currently employs, and during the relevant liability period has employed hundreds of employees
10 in the State of California in non-exempt positions.

11 25. At relevant times herein, Plaintiff and the Aggrieved Employees were employed
12 by Defendant in non-exempt hourly positions.

13 26. On information and belief, Plaintiff alleges that Defendant's actions as described
14 throughout this complaint were willful.

15 27. On information and belief, Plaintiff alleges that Defendant willfully failed to pay
16 the legal wages, failed to provide legal rest and meal periods, and willfully failed to pay one
17 hour's wages in lieu of rest and meal periods, when each such employee quit or was discharged.

18 28. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved
19 Employees, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.3,
20 226.7, 510, 512, 1174, 114.5, 1194, and 1197, seeking penalties, injunctive, and other equitable
21 relief, and reasonable attorneys' fees and costs.

22 29. Defendant has failed to comply with Labor Code section 226, subdivision (a) by
23 itemizing in wage statements all deductions from payment of wages and accurately reporting total
24 hours worked by Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees are
25 therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each employee
26 pursuant to Labor Code section 226, subdivision (b).

27 30. Defendant has failed to comply with Labor Code section 226, subdivision (a) by
28 itemizing in wage statements all deductions from payment of wages and accurately reporting total

1 hours worked by Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees are
2 therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each employee
3 pursuant to Labor Code section 226, subdivision (b).

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR UNPAID MINIMUM WAGE**

6 **AND OVERTIME**

7 **(Labor Code Sections 226.7 and 512)**

8 **(Plaintiff Against All Defendants)**

9 32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
10 complaint as if fully set forth herein.

11 33. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
12 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees
13 minimum wage for all hours worked and overtime premium for hours worked in excess of over
14 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendant.

15 34. Plaintiff alleges that Defendant maintained, and has maintained throughout the
16 Relevant Time Period, a consistent policy and practice of failing to pay wages, including overtime
17 and double time wages due for hours actually worked.

18 35. Plaintiff alleges that Defendant maintained, and have maintained throughout the
19 Relevant Time Period, a consistent policy of failing to pay its employees for all hours worked.
20 Specifically, Defendant maintained a policy of failing to record all hours Plaintiff and Aggrieved
21 Employees worked and failing to pay for all hours worked at the appropriate rate of pay.

22 36. As such, Plaintiff and Aggrieved Employees seek overtime in an amount according
23 to proof. which they earned and accrued one (1) year prior to filing this complaint, according to
24 proof, as part of the civil penalty pursuant to Labor Code section 558, subdivision (a).

25 37. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
26 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
27 Aggrieved Employees performed work off-the-clock, during overtime periods and during meal
28 periods, when Plaintiff and Aggrieved Employees were ostensibly off-duty. Plaintiff and

1 Aggrieved Employees also regularly and frequently worked beyond the eighth hour of the shift
2 and/or forty hours per week, but Defendant compensated only for forty (40) hours per week failing
3 to compensate for overtime work in violation of the Labor Code Section 510.

4 38. Since the LWDA has not indicated that it will be investigating more than 65 days
5 since Plaintiff provided notice, and because Defendant took no corrective action to remedy the
6 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
7 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
8 the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
9 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
10 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

11 39. Plaintiff is informed and believes that Defendant have violated, and continue to
12 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
13 minimum wages and overtime.

14 40. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
17 otherwise only available to public agency enforcement actions.

18 41. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
19 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
20 interest.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
23 **PREMIUM COMPENSATION IN LIEU THEREOF**

24 **(Labor Code Sections 226.7 and 512)**

25 **(Plaintiff Against All Defendants)**

26 42. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
27 fully set forth herein.

28 43. Labor Code sections 226.7 and 512 and IWC Wage Order, Sect. 11 provides that

1 no employer shall employ any person for a work period of more than five (5) hours without
2 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes or
3 employ any person for a work period of more than ten (10) hours without a second meal period
4 of not less than thirty (30) minutes.

5 44. Labor Code section 226.7 provides that if an employer fails to provide an
6 employee a meal period in accordance with this section, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
8 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
9 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
10 relieving employees from all work duties during meal periods thereby preventing employees from
11 taking legally compliant meal periods.

12 45. Industrial Welfare Commission (IWC) Wage Order section 11, subdivision (A)
13 states, "Unless the employee is relieved of all duty during a 30-minute meal period, the meal
14 period shall be considered an "on duty" meal period and counted as time worked. An "on duty"
15 meal period shall be permitted only when the nature of the work prevents an employee from being
16 relieved of all duty and when by written agreement between the parties an on-the-job paid meal
17 period is agreed to. The written agreement shall state that the employee may, in writing, revoke
18 the agreement at any time."

19 46. The burden to prove that a meal or rest period violation has occurred normally
20 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal.App.4th 1138,
21 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
22 presumption of meal and rest period violations is created, shifting the burden to the employer to
23 prove that meal and rest period violations did not occur.

24 47. Defendant failed to schedule non-exempt employees in an adequately overlapping
25 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
26 such meal periods within the statutory timeframe. Further, Defendant obligated Plaintiff and
27 Aggrieved Employees to work through meal periods while off-the-clock. If a meal period was
28 provided, Plaintiff and Aggrieved Employees meal periods were interrupted to attend to work

responsibilities. Defendant denied Plaintiff and Aggrieved Employees duty-free meal periods, as a result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work during their meal periods. In so doing, Defendant have intentionally and improperly denied meal periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512 and other regulations and statutes.

48. Defendant failed to keep accurate records of the meal periods taken by Plaintiff and Aggrieved Employees.

49. Plaintiff and Aggrieved Employees did not voluntarily or willfully waive meal periods.

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

51. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have worked more than ten (10) hours in a workday.

52. At all times relevant hereto, Defendant failed to offer or to schedule non-exempt positions in a manner so as to reasonably provide meal and/or work free meal period as required by Labor Code sections 226.7 and 512.

53. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees, and/or to provide on-duty meal periods in accordance with the applicable IWC Wage Order, has caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be ascertained according to proof at trial.

54. Further, Defendant's failure to maintain accurate records of the meal periods taken by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred and shifts the burden to Defendant to prove they did not occur.

55. Plaintiff on behalf of the State of California, requests recovery of civil penalties as a result of violation of Labor Code sections 226.7 and 558, subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well as the assessment of any civil penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or other

1 statutes.

2 56. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
3 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action
4 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
5 of California, will seek any and all penalties otherwise capable of being collected by the Labor
6 Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This
7 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
8 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
9 and 1194.

10 57. Plaintiff is informed and believes that Defendant have violated and continue to
11 violate provisions of the Labor Code and applicable Wage orders related to the payment of
12 minimum wages, including overtime.

13 58. Plaintiff, as a personal representative of the general public, will and does seek to
14 recover any and all penalties for each and every violation shown to exist or to have occurred
15 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
16 otherwise only available to public agency enforcement actions.

17 59. Additionally, Plaintiff as a Private Attorney General is entitled to attorney’s fees
18 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
19 interest.

20 **THIRD CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
22 **PREMIUM COMPENSATION IN LIEU THEREOF**

23 **(Labor Code Sections 226.7 and 512)**

24 **(Plaintiff Against All Defendants)**

25 60. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
26 preceding paragraphs of this complaint as if fully set forth herein.

27 61. Labor Code section 226.7 and IWC Wage Order, Section 12 provides that
28 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes

1 rest time per four (4) work hours.

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

6 63. Defendant failed and or refused to implement a relief system by which Plaintiff
7 and Aggrieved Employees could receive rest periods and/or work free rest periods. Defendant
8 denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff and
9 Aggrieved Employees' rest periods. By and through their actions, Defendant intentionally and
10 improperly denied duty free rest periods to the Plaintiff and Aggrieved Employees in violation of
11 Labor Code sections 226.7 and 512.

12 64. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
13 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
14 together in violation of Labor Code section 226.7 and 512.

15 65. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
16 Aggrieved Employees.

17 66. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
18 more than four (4) hours in a workday.

19 67. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
20 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
21 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
22 presently unknown, but which exceed the jurisdictional limits of this Court, and which will be
23 ascertained according to proof at trial.

24 68. Plaintiff, by virtue of his employment with Defendant, Defendant's failure to
25 provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of requiring
26 employees to work through their rest periods without receiving compensation in lieu thereof, is
27 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
28 all prerequisites to serve as a representative of the general public to enforce California's labor

1 laws, and the penalty provisions identified in Labor Code section 2699.5.

2 69. Plaintiff on behalf of the State of California requests civil penalties for violations
3 of Labor Code sections 226.7 and 558, subdivision (a), which they are owed beginning one (1)
4 year prior to filing this complaint as well as the assessment of any civil penalties against
5 Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.
6 Plaintiff, as a representative of the people of the State of California, will seek any and all penalties
7 otherwise capable of being collected by the Labor Commission, the LWDA and/or the DLSE.
8 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
9 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
10 226.7 and 512.

11 70. Plaintiff, as a personal representative of the general public, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions.

15 71. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
16 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
17 interest.

18 **FOURTH CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
20 **AND TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 **(Labor Code Sections 1174 and 226, subdivision (A), (E))**

22 **(Plaintiff Against All Defendants)**

23 72. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
24 preceding paragraphs of this complaint as if fully set forth herein.

25 73. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
26 location in California or at the plant or establishment at which the employees are employed,
27 payroll records showing the hours worked daily, and the wages paid to each employee. Plaintiff
28 is informed and believes, based thereon alleges, that Defendant willfully failed to make or keep

1 accurate records for Plaintiff and similarly-aggrieved employees.”

2 74. Labor Code section 226, subdivision (a), states in pertinent part that, “every
3 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
4 employees, either as a detachable part of the check, draft, or voucher paying the employee’s
5 wages, or separately when wages are paid by personal check or cash, an accurate itemized
6 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee...;
7 (3) the number of piece-rate units earned...; (4) all deductions...; (5) net wages; (6) the inclusive
8 dates of the period for which the employee is paid; (7) the name of the employee and only the last
9 four digits of his or her social security number or an employee identification number other than a
10 social security number; (8) the name and address of the legal entity that is the employer...; and
11 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours
12 worked at each hourly rate by the employee...” (Lab. Code, § 226.).

13 75. Defendant knowingly and intentionally failed to provide timely and accurate
14 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
15 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
16 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
17 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
18 Employees in violation of California labor code.

19 76. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
20 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
21 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
22 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

23 77. Plaintiff is informed and believes that Defendant’s failure to keep accurate payroll
24 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
25 subdivision (a), and the applicable wage order. Plaintiff intends to seek penalties under Labor
26 Code section 2699, subdivision (f)(2). Plaintiff and Aggrieved Employees are entitled to penalties
27 of \$100.00 for the initial violation, and \$200.00 for each subsequent violation for every pay period
28 during which these records and information were not kept by Defendant.

1 78. Plaintiff as a representative of the State of California, will and does seek to recover
2 any and all penalties for each and every violation shown to exist or to have occurred during the
3 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
4 only available to public agency enforcement actions.

5 79. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
6 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
7 interest.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

10 **SEPARATION OF EMPLOYMENT**

11 **(Labor Code Sections 201 and 203)**

12 **(Plaintiff Against All Defendants)**

13 80. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
14 preceding paragraphs of this complaint as if fully set forth herein.

15 81. Plaintiff is informed and believes that certain members of the Aggrieved
16 Employees who ended their employment with Defendant during the Relevant Time Period, were
17 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
18 premiums, as required by Labor Code sections 201 and 203.

19 82. Defendant refused and/or failed to promptly compensate Aggrieved Employees
20 wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay
21 both minimum and overtime compensation owed for work performed for Defendant.

22 83. Labor Code sections 201 and 202 require employers to timely pay all wages earned
23 and unpaid to employees upon separation of employment. Specifically, section 201 provides that
24 when an employer discharges an employee, the wages earned and unpaid at the time of discharge
25 are due and payable immediately. Section 202 provides that when an employee quits, the wages
26 earned and unpaid are due and payable no later than seventy-two (72) hours thereafter.

27 84. Labor Code section 203 provides that when an employer who fails to pay all wages
28 earned and due to an employee who is discharged or quits within the appropriate timeframes set

1 forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the
2 employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up
3 to 30 days.

4 85. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
5 with standing to bring an action under the PAGA and has suffered injury as to one or more
6 violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a
7 representative of the general public to enforce California's labor laws, and the penalty provisions
8 identified in Labor Code section 2699.5.

9 86. Plaintiff, as a representative of the people of the State of California, will seek any
10 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
11 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
12 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
13 201-203, 226, 226.7, 510, 512, 1174, and 1194.

14 87. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
17 otherwise only available to public agency enforcement actions.

18 88. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
19 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
20 interest.

21 **PRAYER FOR RELIEF**

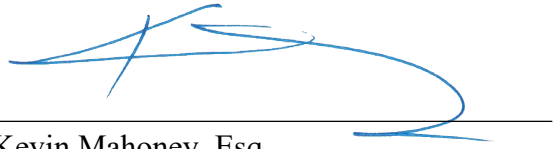
22 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgement as follows:

- 23 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as
24 provided by law, including, but not limited to, those civil penalties provided by
25 statute, provided by PAGA;
- 26 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
27 Subdivisions (d)(1) and (k)(1), and any other statutory basis or pursuant to California
28 Rules of Court;

- 1 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivisions
2 (d)(1) and (k)(1) and any other statutory basis; and
3 4. For all such other and further relief as the Court may deem just and proper.
4

5
6 Dated: May 27, 2026

MAHONEY LAW GROUP, APC

7
8
9 By: 

10 Kevin Mahoney, Esq.
11 Berkeh Alemzadeh, Esq.
12 Attorneys for Plaintiff, FRANCO
13 HILARIO SINFORIANO as an individual,
14 and on behalf of all employees similarly
15 situated
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EXHIBIT A



Cedric Joseph, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
cjoseph@mahoney-law.net

February 17, 2026

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL # 9589 0710 5270 3375 7323 13

Return Receipt Requested

Massive Prints

2035 E. Vista Bella Way

Rancho Dominguez, CA 90220

Re: Sinforiano v. Massive Prints

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

To: Massive Prints ("Employer") and the California Labor and Workforce Development Agency ("LWDA")

From: Franco Hilario Sinforiano ("Mr. Sinforiano"), through his counsel, Mahoney Law Group, APC.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Franco Hilario Sinforiano ("Employee" or "Mr. Sinforiano"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Massive Prints ("Employer") is a California corporation that operates a clothing warehouse and merchandising facility in Los Angeles County and throughout the state of California. Mr. Sinforiano and other aggrieved employees allege that Employer violated various sections of the Labor Code, including, but not limited to sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, and 1197, by failing to provide Mr. Sinforiano and other aggrieved employees all wages for all hours worked, failing to pay Mr. Sinforiano and other aggrieved employees minimum wage; failure to pay overtime wages; failure to authorize and permit rest periods or

premium wages in lieu thereof; failure to provide meal periods or premium wages in lieu thereof; failure to provide accurate itemized wage statements; and failure to timely pay wages due upon separation of employment.

A. Employer Failed to Pay Mr. Sinforiano and Other Aggrieved Employees for All Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Mr. Sinforiano and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer maintained a policy and practice of requiring Mr. Sinforiano and other aggrieved employees to work according to the daily workload rather than a set schedule. Specifically, Mr. Sinforiano and other aggrieved employees worked Monday through Fridays and additionally worked Saturdays when work was required, which occurred frequently in any given month. Mr. Sinforiano and other aggrieved employees were required to begin work on or around 5:00 a.m. and were required to continue working until all assigned tasks for the day were completed regardless of the total hours worked/scheduled/recorded.

Specifically, Employer failed to provide shift relief, requiring employees to stay until the "workload for the day was finished." This resulted in Mr. Sinforiano and other aggrieved employees working in excess of eight (8) hours per day and/or forty (40) hours per week without receiving correct overtime premiums. Furthermore, Employer's managers, including Pedro Montelle, allegedly altered payroll records to change hours worked when employees performed duties during their meal periods, resulting in the systematic underpayment of wages.

Furthermore, Employer routinely required Mr. Sinforiano and other aggrieved employees to skip or work through their meal and rest breaks. Mr. Sinforiano and other aggrieved employees' meal periods were generally denied, interrupted, and/or cut short because Employer maintained a policy of failing to provide meal and rest periods. More specifically, Employer maintained policies and practices that prioritized completion of work over Mr. Sinforiano and other aggrieved employees' legally protected breaks and routinely required Mr. Sinforiano and other aggrieved employees to continue working through meal and rest periods when work demands existed. Employer failed or refused to provide premium compensation to Mr. Sinforiano for all late meal periods and all missing meal periods. As such, Mr. Sinforiano and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods.

Employer's conduct and failure to compensate Mr. Sinforiano and other aggrieved employees for all hours worked, including minimum and overtime wages, is in violation of Labor Code sections 510, and 1194, IWC Wage Orders, and is actionable under PAGA.

B. Employer Failed to Provide Mr. Sinforiano and Other Aggrieved Employees with Meal Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Employer failed to provide Employee and other aggrieved employees with timely, uninterrupted meal periods. Mr. Sinforiano and other aggrieved employees did not always receive a duty-free, thirty (30) minute meal period within the first five (5) hours of work. Due to the high workload in the shipping department, managers routinely denied requests for breaks, telling

employees to "wait" or "finish the work first."

Consequently, Mr. Sinforiano frequently worked more than eight (8) hours without compliant meal periods. Despite these violations, Employer failed to provide premium compensation of one hour of pay at the regular rate for these missed meal periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, IWC Wage Orders, and is also actionable under PAGA.

C. Employer Failed to Provide Mr. Sinforiano and Other Aggrieved Employees with Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Mr. Sinforiano alleges that he and other aggrieved employees often did not receive duty-free, ten (10) minute rest periods for every four (4) hours or major fraction thereof worked. Managers frequently interrupted or delayed rest periods due to "high volume" work demands. Employer failed to implement a relief system to ensure warehouse staff could take breaks. When employees were prevented from taking rest breaks, Employer failed to pay the required one hour (1) of premium pay.

Employer's conduct is in violation of Labor Code sections 226.7, IWC Wage Orders, and is also actionable under PAGA.

D. Employer Failed to Provide Accurate Wage Statements and Keep Accurate Payroll Records

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its practice and procedure of failing to pay all wages earned to former employees.

E. Employer Failed to Timely Pay all Wages Owed Upon Severance of Employment, in Violation of California Law

Lastly, Employee and other aggrieved employees who ended their employment with Employer during the Relevant Time Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code §§ 201-203. Employer failed to promptly compensate employees' wages owed as a result of their failure to pay employees both minimum wage and overtime compensations.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its practice and procedure of failing

to pay all wages earned to former employees.

III. RESERVATION OF RIGHTS

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint.

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, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee 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.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Cedric E. Joseph, Esq.

249 E. Ocean Blvd., Ste. 814

Long Beach, CA 90802

Tel: (562) 590-5550

Email: cjoseph@mahoney-law.net

Sincerely,



Cedric E. Joseph, Esq.

MAHONEY LAW GROUP, APC