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individually and on behalf of similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JOSE LOPEZ, individually and on behalf of
similarly situated employees,

Plaintiff,

v.

**ELIOR, INC.; GALAXY RESTAURANTS
CATERING GROUP, LP dba
CONSTELLATION CULINARY
GROUP**; and **DOES 1- 50**, inclusive,

Defendants.

CASE NO.: CGC-26-633525

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

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge and During Employment (Cal. Labor Code §§201, 202, 203, 204, 210);**
7. **Failure to Reimburse for Business Expenses (Cal. Labor Code section § 2802);**

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
08/25/2026
Clerk of the Court
BY: ANNIE PASCUAL
Deputy Clerk

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8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)**

9. **Penalties Under the Private Attorneys General Act, as Representative Action (Cal. Labor Code §§ 2698 *et seq.*)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Jose Lopez (“Plaintiff”), on behalf of Plaintiff and similarly situated employees, hereby submits this Complaint against Defendant Elio Inc. (“Defendant” or “Elio”), a Delaware corporation doing business in California; GALAXY RESTAURANTS CATERING GROUP, LP dba CONSTELLATION CULINARY GROUP (“Defendant Galaxy” or “Constellation”); and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, 204, 210, and applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*;

1 and penalties pursuant to California's Private Attorneys General Act, Labor Code §§ 2698 *et seq.*
2 ("PAGA").

3 3. Plaintiff brings this action on behalf of all other similarly situated individuals – *all*
4 *non-exempt employees currently and formerly employed by Defendants* (“Class Members”) – in
5 the State of California from four years prior to the filing of this Complaint through to the trial date
6 (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair
7 competition laws, as described more fully below, have been ongoing for at least the past four years,
8 and are continuing at present.

9 4. During the Class Period, Plaintiff and Class Members were non-exempt employees
10 as defined under the Labor Code and were entitled to receive all wages owed and either regular
11 meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest
12 breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage
13 statements reflecting the total amount of money which they were owed and the accurate name of
14 the company employing them.

15 5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members
16 inaccurate itemized wage statements by including inaccurate wages owing to Defendants’ willful
17 violation of California’s meal and rest break laws.

18 6. In particular, during the one-year period prior to the filing of this Complaint through
19 to the trial date (“Wage Statement Class Period”), Defendants knowingly and intentionally failed
20 to provide Class Members with accurate itemized wage statements (“Wage Statement Subclass”),
21 in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing wage statements
22 with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and
23 to the failure to pay premium and meal and rest break pay.

24 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and
25 Class Members formerly employed by Defendants (“Waiting Time Penalty Subclass Members”).
26 During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing
27 of the Complaint through to the trial date – Defendants failed to pay all compensation due and
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owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL. As a further result of the foregoing Labor Code violations, Defendants are liable for penalties pursuant to California's Private Attorneys General Act, Labor Code §§ 2698 *et seq.*

THE PARTIES

9. Plaintiff is a resident of California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendant Erior, Inc. is a Delaware corporation that at all times relevant hereto, did business and employed individuals in the County of San Francisco, State of California.

11. Defendant Galaxy Restaurants Catering Group, LP dba Constellation Culinary Group is a limited partnership that at all times relevant hereto, did business and employed individuals in the County of San Francisco, State of California. Plaintiff is informed and believes, and based thereupon alleges, that at all relevant times, Plaintiff was employed by Defendant Galaxy and that Defendant Galaxy operated as Plaintiff's employer within the meaning of the California Labor Code. Plaintiff is further informed and believes, and based thereupon alleges, that Defendant Galaxy is a wholly-owned subsidiary of Defendant Erior, Inc., and that Defendant Galaxy acted jointly and/or severally with the other named Defendants in committing the alleged Labor Code violations set forth herein.

12. Defendants are Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

13. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of

1 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
2 therefore liable to Plaintiff as alleged hereinafter.

3 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
4 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
5 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
6 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
7 in part within the course and scope of said agency, employment, conspiracy, joint employment,
8 alter ego status, and/or joint venture and with the permission and consent of each of the other
9 Defendants.

10 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
11 and each of them, including those Defendants named DOES 1-50, acted in concert with one
12 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
13 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
14 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
15 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
16 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
17 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
18 Plaintiff harm.

19 16. Whenever and wherever reference is made in this Complaint to any act or failure
20 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
21 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

22 **JURISDICTION**

23 17. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
24 Code §§ 201-203, 204, 210, 226, 510, 512, 558, 1194, 2802, applicable Wage Orders, and the
25 UCL, Bus. & Prof. Code §§ 17203 and 17204.

26 18. The amount in controversy for Plaintiff's individual claims, including claims for
27 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
28 (\$75,000).

1 **VENUE**

2 15. Venue is proper in the County of San Francisco pursuant to Cal. Civ. Proc. Code §
3 395(a) and 395.5. Defendant Elior is a Delaware corporation doing business in California, and
4 Defendant Galaxy is a limited partnership doing business in California. Defendants maintains
5 offices and transacts business in the County of San Francisco.

6 **ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1**

7 19. Plaintiff is informed and believes, and based thereon alleges, that there exists such
8 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
9 separateness of Defendants have ceased to exist.

10 20. Plaintiff is informed and believes, and based thereon alleges, that despite the
11 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
12 Defendants, including, but not limited to because:

13 a. Defendant Elior and Defendant Galaxy are completely dominated and
14 controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and
15 who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some
16 other wrongful or inequitable purpose.

17 b. Defendant Elior and Defendant Galaxy are completely dominated and
18 controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and
19 who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some
20 other wrongful or inequitable purpose.

21 c. DOES 1 through 50 derive actual and significant monetary benefits by and
22 through Defendant Elior's unlawful conduct, and by using Defendant Elior as the funding source
23 for their own personal expenditures.

24 d. Plaintiff is informed and believes that Defendant Elior, Defendant Galaxy,
25 and DOES 1-50, while really one and the same, were segregated to appear as though separate and
26 distinct for purposes of circumventing a statute or accomplishing some other wrongful or
27 inequitable purpose.

28 e. Plaintiff is informed and believes that Defendants do not comply with all

1 requisite corporate formalities to maintain a legal and separate corporate existence.

2 f. Plaintiff is informed and believes, and based thereon alleges, that the
3 business affairs of Defendant Erior, Defendant Galaxy, and DOES 1-50 are, and at all times
4 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the
5 same are in inextricable confusion. Defendant Erior and Defendant Galaxy, is, and at all times
6 relevant hereto was, used by DOES 1-50 as a mere shell and conduit for the conduct of certain of
7 Defendants' affairs, and are, and were, the alter ego of DOES 1-50. The recognition of the
8 separate existence of Defendants would not promote justice, in that it would permit Defendants
9 to insulate themselves from liability to Plaintiff for violations of the Government Code, Labor
10 Code, and other statutory violations. The corporate existence of Defendants and DOES 1-50
11 should be disregarded in equity and for the ends of justice because such disregard is necessary to
12 avoid fraud and injustice to Plaintiff herein.

13 g. Accordingly, Defendant Erior and Defendant Galaxy constitutes the alter
14 ego of DOES 1-50, and the fiction of their separate corporate existence must be disregarded.

15 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
16 thereon alleges that Defendant Erior, Defendant Galaxy and DOES 1-50 are Plaintiff's joint
17 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Erior
18 and DOES 1-50. Plaintiff performed services for each and every one of Defendants, and to the
19 mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee,
20 either directly or indirectly, in the manner in which Defendants' business was and is conducted.

21 22. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
22 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

23 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

24 23. Defendant Erior, Inc. and Defendant Galaxy Restaurants Catering Group, LP dba
25 Constellation Culinary Group, are corporations engaged in the restaurant and food service business
26 in the County of San Francisco. Constellation is one of the food service operations owned and run
27 by Defendants.

1 24. Plaintiff started his employment with Defendants on or about July 7, 2022. Plaintiff
2 worked as a Food Service Supervisor at Constellation until his separation on August 15, 2025.

3 25. Throughout the Class Period, Plaintiff and Class Members served in
4 nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had
5 discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members
6 were non-exempt employees and were paid accordingly on an hourly basis.

7 26. Despite being non-exempt hourly employees, Plaintiff and the Class Members were
8 not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay
9 for missed meal and rest breaks.

10 27. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all
11 hours worked, including by requiring Plaintiff and the Class Members to complete work off the
12 clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

13 28. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime
14 wages for hours spent working overtime, including on days when they worked in excess of eight
15 hours per day or weeks in which they worked in excess of forty hours per week. Defendants also
16 failed to pay double time to Plaintiff and the Class Members on days in which they worked in
17 excess of twelve hours.

18 29. Plaintiff's and the Class Members' wage statements confirm that they were not paid
19 premiums for their missed meal and rest breaks, which itself made the statements inaccurate
20 because the statements did not accurately reflect all wages owed to Plaintiff and Class Members
21 under California law. Instead, these wage statements also reflect routine, repeated, and deliberate
22 violations of California labor laws.

23 30. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show
24 individual days in which they worked in excess of eight hours, and weeks in which they worked
25 in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid.
26 Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to
27 them for overtime hours worked.
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1 31. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's
2 or the Class Members' wage statements is there any reflection of premium pay for missed meal
3 and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and
4 rest breaks as required by California law.

5 32. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage
6 statements is there any reflection for payment of work completed before clocking in or after
7 clocking out, as required by Defendants.

8 **CLASS ACTION ALLEGATIONS**

9 33. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
10 of the Class and Waiting Time Penalty Subclass Members. Upon information and belief, the
11 members of the Class and Waiting Time Penalty Subclass are so numerous that joinder of all
12 members is impractical.

13 34. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
14 Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for
15 all hours worked, including for required off the clock work; (b) not paid any premium overtime
16 pay for the duration of Plaintiff's employment with Defendants; (c) was not paid a premium rate
17 for denied meal and rest breaks for the duration of Plaintiff's employment with Defendants; (d)
18 was provided with inaccurate wage statements which provided inaccurate sums of money to be
19 paid to Plaintiff; and (e) was not paid all wages due at termination.

20 35. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
21 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
22 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
23 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
24 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

25 36. Common questions of law and fact exist as to all members of the Class and the
26 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
27 members of the Class and Subclass.

37. Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from Defendants' employee rosters and/or payroll records.

38. Defendants' actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendants.

39. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

PAGA ALLEGATIONS

40. This action is brought on behalf of Plaintiff and similarly-situated employees at all of Defendants' California locations to recover penalties for Defendants' failure to pay wages for all hours worked, failure to pay overtime wages, failure to provide meal and rest breaks and/or pay meal and rest break premiums, failure to provide accurate wage statements, failure to pay all compensation owing upon discharge and during employment, and failure to reimburse business expenses. Plaintiff seeks to stand in as a representative pursuant to the California Private Attorneys General Act and recover civil penalties for these violations.

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1 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

3 *[California Labor Code §§ 1194, 1197 and IWC Wage Orders]*

4 41. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
5 forth.

6 42. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
7 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
8 rate and no part of this rate may be used as a credit against a minimum wage obligation.

9 43. During the relevant time period, Plaintiff and Class Members were not paid all
10 wages owed when Defendants did not pay minimum wage for all hours worked.

11 44. As a result of these violations, Defendants is liable for unpaid wages, interest
12 thereon, and attorneys' fees and costs.

13 45. Plaintiff, on behalf of himself and Class Members, also requests relief as described
14 below.

15 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

16 **FAILURE TO PAY OVERTIME WAGES**

17 *[California Labor Code §§ 510, 1194 and IWC Wage Orders]*

18 46. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
19 forth.

20 47. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
21 required to compensate non-exempt employees for all overtime, which is calculated at one and
22 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
23 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
24 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
25 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
26 any workweek.

27 48. Plaintiff and Class Members are current and former non-exempt employees entitled
28 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to

1 compensate Plaintiff and Class Members for all overtime hours worked as required under the
2 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
3 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
4 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
5 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
6 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
7 consecutive day of work in any workweek.

8 49. Plaintiff and members of the Class Members worked in excess of eight hours per
9 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
10 Class Members the proper overtime compensation.

11 50. As a result of these violations, Defendants are liable for unpaid overtime wages,
12 interest thereon, and attorneys' fees and costs.

13 51. Plaintiff, on behalf of himself and Class Members, also requests relief as described
14 below.

15 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

16 **FAILURE TO PROVIDE MEAL PERIODS**

17 [*California Labor Code §§ 512 and 226.7*]

18 52. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

19 53. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and
20 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
21 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
22 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
23 worked in excess of five hours a day without being provided at least half hour meal periods in
24 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
25 applicable Wage Orders. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
26 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty,
27 relinquishes control over their activities and permits them a reasonable opportunity to take an
28 uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A]

1 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
2 second meal period [is required] no later than the end of an employee's 10th hour of work.”).

3 54. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
4 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
5 meal periods.

6 55. As a proximate result of the violations, Plaintiff and Class Members have been
7 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
8 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
9 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
10 interest, penalties, attorney’s fees, expenses, and costs of suit.

11 56. Plaintiff, on behalf of himself and Class Members, also requests relief as described
12 below.

13 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 **FAILURE TO PROVIDE REST PERIODS**

15 [*California Labor Code §226.7*]

16 57. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

17 58. Defendants failed to provide the rest periods that are required by applicable Wage
18 Orders. See Brinker, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
19 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
20 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

21 59. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
22 failing to provide Plaintiff and Class Members required rest periods.

23 60. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
24 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
25 additional hour of compensation at each employee’s regular rate of pay for each workday that a
26 rest period was not provided.

27 61. As a proximate result of the violations, Plaintiff and Class Members have been
28 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code

1 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
2 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
3 penalties, attorney's fees, expenses, and costs of suit.

4 62. Plaintiff, on behalf of himself and Class Members, also requests relief as described
5 below.

6 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
7 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE**
8 **STATEMENTS**

9 *[California Labor Code § 226.7 and applicable Wage Order]*

10 63. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

11 64. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
12 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
13 rates in effect during each respective pay period and the corresponding number of hours worked
14 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
15 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
16 employee identification or social security number; and, (8) the name and address of the legal entity
17 that is the employer.

18 65. As a result of Defendants' failure to provide accurate itemized wages statements,
19 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
20 applicable hourly rate for each pay period, which prevented them from becoming aware of these
21 violations and asserting their statutory protections under California law.

22 66. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
23 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

24 67. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
25 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
26 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).
28

1 68. Plaintiff and Class Members are entitled to an award of costs and reasonable
2 attorneys' fees under Labor Code § 226(h).

3 69. Plaintiff, on behalf of himself and Class Members, also requests relief as described
4 below.

5 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE AND DURING**
7 **EMPLOYMENT**

8 *[California Labor Code §§ 201, 202, 203, 204, 210]*

9 70. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

10 71. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
11 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
12 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
13 of discharge are due and payable immediately.

14 72. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
15 wages due to an employee no later than 72 hours after the employee quits his or her employment,
16 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
17 case the employee is entitled to his or her wages at the time of quitting.

18 73. Labor Code section 203 provides that if an employer willfully fails to timely pay
19 wages of an employee who is discharged or who quits, in accordance with Labor Code sections
20 201 and 202, the employer is liable for waiting time penalties in the form of continued
21 compensation to the employee at the same rate for up to 30 workdays.

22 74. Defendants have willfully failed to pay accrued wages and other compensation to
23 Plaintiff in accordance with Labor Code sections 201 and 202.

24 75. As a proximate result of the aforementioned violations, Plaintiff has been damaged
25 in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections
26 201, 202, 203, 204, 210, 1194, and other applicable provisions under the Labor Code and IWC
27 Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, penalties,
28 attorney's fees, expenses, and costs of suit.

1 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 *[Cal. Labor Code § 2802]*

4 76. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 77. California Labor Code § 2802 requires employers to reimburse employees for all
6 reasonable business expenses incurred by employees as a condition of employment.

7 78. Plaintiff and Class Members were required to pay for work-related expenses (e.g.
8 cell phone usage), and they incurred expenses as a result. Defendants unlawfully refused to
9 reimburse Plaintiff and Class Members for these expenses

10 79. As a result of these violations, Defendants are liable for damages related to these
11 unreimbursed expenses.

12 80. Plaintiff, on behalf of himself and Class Members, also requests relief as described
13 below.

14 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

15 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
16 **PROFESSIONS CODE**

17 *[Bus. & Prof. Code §§ 17200 et seq.]*

18 81. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

19 82. Plaintiff brings this cause of action individually and as a representative of all others
20 subject to Defendants' unlawful acts and practices.

21 83. Business and Professions Code § 17200 prohibits unfair competition in the form of
22 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
23 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
24 civil action for violation of the Unfair Competition Law.

25 84. Defendants committed unlawful, unfair, and/or fraudulent business acts and
26 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

1 85. The above-described unlawful actions of Defendants constitute false, unfair,
2 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
3 Code § 17200, et seq.

4 86. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
5 at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be
6 enjoined from this activity, caused to specifically perform its obligations, and made to disgorge
7 these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but
8 not limited to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

9 87. Plaintiff, on behalf of himself and Class Members, also requests relief as described
10 below.

11 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

12 **REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER THE PRIVATE**
13 **ATTORNEYS GENERAL ACT**

14 *[California Labor Code §§ 2698-2699.5]*

15 88. Plaintiff incorporates herein by specific reference as though fully set forth the
16 allegations in all preceding paragraphs, with the exception of the allegations in Paragraphs 31
17 through 37 and the subparagraphs thereto.

18 89. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
19 § 2699(c) and is a proper representative to bring a civil action on behalf of himself and other
20 current and former employees of Defendants pursuant to the procedures specified in California
21 Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged violations of
22 the California Labor Code were committed against Plaintiff and other aggrieved employees.

23 90. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
24 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties on behalf of himself and all other
25 aggrieved employees from Defendants for violations set forth above, including but not limited to
26 violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1194,
27 1197, 2802, and applicable IWC Wage Orders. As used herein, "aggrieved employees" means all
28 non-exempt employees currently and formerly employed by Defendants, including Defendant

1 Elior, Inc., and Defendant Galaxy Restaurants Catering Group, LP dba Constellation Culinary
2 Group, in the State of California during the PAGA Period.

3 91. Defendants violated California Labor Code §§ 1194, 1197, 204, 226.2, and
4 applicable IWC Wage Orders by failing to pay Plaintiff and other aggrieved employees for all
5 hours worked. Defendants required Plaintiff and aggrieved employees to perform work off the
6 clock before and after scheduled shifts and failed to compensate them for work-related
7 communications outside of scheduled work hours, thereby denying them minimum wage and full
8 compensation for all hours worked. These violations occurred at Defendants' facilities across
9 California and affected a broad group of similarly situated employees during the PAGA Period.
10 Defendants are therefore subject to civil penalties pursuant to Labor Code §§ 558, 1197.1, and
11 2699.

12 92. Defendants violated California Labor Code §§ 510 and 1194 by failing to pay
13 Plaintiff and other aggrieved employees overtime compensation at one and one-half times the
14 regular rate of pay for work performed in excess of eight hours in a workday and forty hours per
15 week, and at double the regular rate of pay for work performed in excess of twelve hours in a
16 workday and for all hours worked in excess of eight hours on the seventh consecutive day of work
17 in any workweek. Plaintiff and aggrieved employees regularly worked in excess of eight hours per
18 day and forty hours per week without receiving proper overtime compensation. Defendants are
19 subject to civil penalties pursuant to Labor Code §§ 558 and 2699 for these violations.

20 93. Defendants violated California Labor Code §§ 512 and 226.7 by failing to provide
21 Plaintiff and other aggrieved employees with legally compliant meal periods of not less than thirty
22 minutes for work periods of more than five hours per day, and second meal periods for work
23 periods of more than ten hours per day. Defendants failed to relieve Plaintiff and aggrieved
24 employees of all duty during meal periods and failed to relinquish control over their activities.
25 Meal periods were regularly interrupted due to lack of coverage and staffing shortages, with
26 employees required to remain available and responsive to operational demands. Defendants further
27 failed to pay one additional hour of compensation at the regular rate of pay for each workday that
28

1 a compliant meal period was not provided. Defendants are subject to civil penalties pursuant to
2 Labor Code §§ 558 and 2699 for these violations.

3 94. Defendants violated California Labor Code § 226.7 and applicable IWC Wage
4 Orders by failing to provide Plaintiff and other aggrieved employees with legally compliant rest
5 periods. Defendants failed to provide ten-minute rest periods for each four-hour segment of work,
6 or major fraction thereof. Defendants failed to relieve Plaintiff and aggrieved employees of all
7 duty during rest periods and failed to relinquish control over their activities. Rest periods were
8 regularly interrupted due to lack of coverage and staffing shortages, with employees required to
9 remain available and responsive to operational demands. Defendants further failed to pay one
10 additional hour of compensation at the regular rate of pay for each workday that a rest period was
11 not provided. Defendants are subject to civil penalties pursuant to Labor Code §§ 558 and 2699
12 for these violations.

13 95. Defendants violated California Labor Code § 226(a) by failing to provide Plaintiff
14 and other aggrieved employees with accurate itemized wage statements in writing showing all
15 applicable hourly rates in effect during each respective pay period and the corresponding number
16 of hours worked, all deductions, gross wages earned, net wages earned, and other information
17 required by statute. The inaccurate wage statements resulted directly from Defendants' underlying
18 violations, including failure to pay for all hours worked, failure to pay overtime wages, and failure
19 to pay meal and rest break premiums. Defendants knowingly and intentionally failed to comply
20 with Labor Code § 226(a) on each and every wage statement provided to Plaintiff and aggrieved
21 employees. Defendants are subject to civil penalties pursuant to Labor Code §§ 226.3 and 2699
22 for these violations.

23 96. Defendants violated California Labor Code §§ 201, 202, and 203 by failing to pay
24 all earned and unpaid wages to Plaintiff and other aggrieved employees who were discharged or
25 who quit their employment. Labor Code § 201 mandates that if an employer discharges an
26 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
27 immediately. Labor Code § 202 requires that all accrued wages due to an employee who quits be
28 paid no later than 72 hours after the employee quits, unless the employee provided 72 hours

1 previous notice, in which case the employee is entitled to wages at the time of quitting. Defendants
2 willfully failed to pay accrued wages and other compensation in accordance with Labor Code §§
3 201 and 202. Defendants are subject to civil penalties pursuant to Labor Code §§ 210 and 2699 for
4 these violations.

5 97. Defendants violated California Labor Code § 2802 by failing to reimburse Plaintiff
6 and other aggrieved employees for all reasonable business expenses incurred by employees as a
7 condition of employment. Plaintiff and aggrieved employees were required to use their personal
8 cell phones as a basic and necessary tool for work-related communications, including coordinating
9 product transport and delivery, remaining available for ongoing logistical communications, and
10 responding to work-related calls and text messages outside of scheduled shifts. Defendants
11 unlawfully refused to reimburse Plaintiff and aggrieved employees for these necessary business
12 expenses. Defendants are subject to civil penalties pursuant to Labor Code § 2699 for these
13 violations.

14 98. As required by law, Plaintiff sent a letter by certified mail to the Labor and
15 Workforce Development Agency ("LWDA") and Defendants setting forth the facts and theories
16 of the violations alleged against Defendants, as prescribed by Labor Code § 2699.3.

17 99. Plaintiff's LWDA PAGA Notice was duly submitted on February 2, 2026 and
18 docketed as LWDA-CM-1154616-26.

19 100. Plaintiff has complied with all of the requirements set forth in California Labor
20 Code § 2699.3 to commence a representative action under PAGA. The LWDA has not notified
21 Plaintiff of its intent to investigate the alleged violations, and the statutory time period for the
22 LWDA to do so has expired.

23 101. Pursuant to Labor Code § 2699(g)(1), Plaintiff is entitled to an award of reasonable
24 attorneys' fees and costs incurred in enforcing the Labor Code violations set forth herein.

25 102. Pursuant to Labor Code § 2699(i), civil penalties recovered by aggrieved
26 employees shall be distributed as follows: 75 percent to the Labor and Workforce Development
27 Agency for enforcement of labor laws and education of employers and employees about their
28 rights and responsibilities under the Labor Code, and 25 percent to the aggrieved employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. Certification of Plaintiff's non-PAGA claims as a class action, pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;

2. For restitution of all monies due to Plaintiff and Class Members, as well as disgorged profits from Defendants' unfair and unlawful business practices;

3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Orders;

4. For liquidated damages pursuant to California Labor Code § 1194.2;

5. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;

6. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 203 and 226 (e) and 2699;

7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2802, Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

9. For all such other and further relief that the court may deem just and proper.

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Respectfully Submitted,

DATED: May 26, 2026

LABOR LAW PC

By: Alynia Phillips
Danny Yaddison, Esq.
Alynia Phillips, Esq.
Attorneys for Plaintiff
JOSE LOPEZ,
individually and on behalf of similarly
situated employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to
which Plaintiff has a right to jury trial.

DATED: May 26, 2026

LABOR LAW PC

By: Alynia Phillips
Danny Yaddison, Esq.
Alynia Phillips, Esq.
Attorneys for Plaintiff
JOSE LOPEZ,
individually and on behalf of similarly
situated employees