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FILED
Superior Court of California
County of Los Angeles

07/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

Attorneys for Plaintiff VICTOR FLETES,
individually, and on behalf of all others
similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICTOR FLETES, individually, and on behalf
of all others similarly situated and aggrieved,

Plaintiff,

vs.

A. J. PADEFORD & SON, INC., a California
corporation; QUALITY CLEANING
SERVICES, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26STCV08905

[Case Assigned for All Purposes to
the Honorable Theresa M. Traber]

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Minimum Wage
4. Failure to Pay All Wages Due to Discharged or Quitting Employees
5. Failure to Provide Accurate Itemized Statements
6. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
7. Unfair and Unlawful Business Practices
8. Breach of Contract
9. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF VICTOR FLETES (“PLAINTIFF”), an individual, demanding a jury trial, on
3 behalf of himself and all others similarly situated and aggrieved, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of himself and all others similarly situated
6 and aggrieved who worked for DEFENDANTS A. J. PADEFORD & SON, INC., a California
7 corporation; QUALITY CLEANING SERVICES, a California corporation; and DOES 1 through
8 100 inclusive (collectively “DEFENDANTS”) to recover, among other things, wages and penalties
9 from unpaid wages earned and due, including but not limited to unpaid minimum wages, illegal
10 meal and rest period policies, misclassification of employees as independent contractors, failure
11 to pay all wages due to discharged and quitting employees, failure to indemnify employees for
12 necessary expenditures and/or losses incurred in discharging their duties, failure to provide
13 accurate itemized wage statements, failure to maintain required records, breach of contract, and
14 interest, attorneys’ fees, costs, and expenses.

15 2. PLAINTIFF is a citizen and resident of the State of California. At all times material
16 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
17 non-exempt employee.

18 3. PLAINTIFF worked for DEFENDANTS as a Cleaner on or about February 13,
19 2026 to on or about February 14, 2026.

20 4. DEFENDANTS willfully misclassified PLAINTIFF and class members as
21 independent contractors and accordingly violated the California Labor Code as further set forth
22 herein. DEFENDANTS are general contractors and developers, yet classified PLAINTIFF and
23 other class members as independent contractors rather than employees. DEFENDANTS had the
24 ability to control and direct PLAINTIFF’S and class members’ performance of work and did in
25 fact control and direct PLAINTIFF’S and class members’ performance of work, including, but not
26 limited to, setting their schedules and imposing time limits on their completion of projects.

27 5. DEFENDANTS failed to reimburse PLAINTIFF and class members for necessary
28 business expenditures, including but not limited to cleaning rags and cleaning gloves.

6. DEFENDANTS promised that PLAINTIFF and class members would be paid on specific dates, but failed to pay PLAINTIFF and class members on the promised dates.

DEFENDANTS

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT A. J. PADEFORD & SON, INC. is and was at all times relevant hereto a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT A. J. PADEFORD & SON, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. DEFENDANT A. J. PADEFORD & SON, INC. conducts business in, engages in illegal payroll practices or policies in, and maintains its headquarters in the County of Los Angeles, California.

8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT QUALITY CLEANING SERVICES is and was at all times relevant hereto a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT QUALITY CLEANING SERVICES is authorized to conduct business in the State of California, and does conduct business in the State of California. DEFENDANT QUALITY CLEANING SERVICES conducts business in, engages in illegal payroll practices or policies in, and maintains its headquarters in the County of Orange, California. DEFENDANT QUALITY CLEANING SERVICES conducts business in and engages in illegal payroll practices or policies in the County of Los Angeles, California.

9. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT designated as a DOE is highly responsible in some manner for the events and happenings referred to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities when ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint employers of PLAINTIFF.

1 10. There exists, and at all times herein mentioned existed, a unity of interest and
2 ownership between the named DEFENDANTS, including DOES, such that any corporate
3 individuality and separateness between the named DEFENDANTS have ceased, and that the
4 named DEFENDANTS are alter egos in that the named DEFENDANTS effectively operate as a
5 single enterprise, or are mere instrumentalities of one another.

6 11. At all material times herein, each DEFENDANT was the agent, servant, co-
7 conspirator and/or employer of each of the remaining DEFENDANTS, acted within the purpose,
8 scope, and course of said agency, service, conspiracy and/or employment and with the express
9 and/or implied knowledge, permission, and consent of the remaining DEFENDANTS, and ratified
10 and approved the acts of the other DEFENDANTS. However, each of these allegations is deemed
11 an alternative theory whenever not doing so would result in a contradiction with the other
12 allegations.

13 12. Whenever reference is made in this Complaint to any act, deed, or conduct of
14 DEFENDANTS, the allegation means that DEFENDANTS engaged in the act, deed, or conduct
15 by or through one or more of their officers, directors, agents, employees, or representatives who
16 was actively engaged in the management, direction, control, or transaction of DEFENDANTS'
17 ordinary business and affairs.

18 13. As to the conduct alleged herein, each act was authorized, ratified or directed by
19 DEFENDANTS' officers, directors, or managing agents.

20 14. At all relevant times herein, PLAINTIFF and other class members were employed
21 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
22 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
23 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
24 other class members all wages earned and due, through methods and schemes which include, but
25 are not limited to, misclassifying employees as independent contractors; failing to provide rest and
26 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
27 for each pay period; failing to properly compensate PLAINTIFF and other class members for
28 necessary expenditures; and requiring, permitting or suffering the employees to work off the clock,

1 in violation of the California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

2 15. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
3 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
4 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
5 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

6 16. As a direct and proximate result of the unlawful actions of DEFENDANTS,
7 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
8 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

9 **JURISDICTION AND VENUE**

10 17. The Superior Court of the State of California has jurisdiction in this matter because
11 DEFENDANTS are qualified to do business in California and regularly conduct business in
12 California. Further, no federal question is at issue because the claims are based solely on California
13 law.

14 18. Venue is proper in this judicial district and the County of Los Angeles, California
15 because DEFENDANTS transact business in the County of Los Angeles and DEFENDANTS’
16 illegal payroll policies and practices, which are the subject of this action, were applied, at least in
17 part, to employees in the County of Los Angeles.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 19. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
21 former non-exempt aggrieved employees of DEFENDANTS working as Appointment Setters,
22 sales persons, or in any other non-exempt positions in the State of California at any time within
23 the period beginning one year prior to the filing of PLAINTIFF’S Labor and Workforce
24 Development Agency (“LWDA”) letter concerning this action and ending at the time this action
25 settles or proceeds to final judgment (“PENALTY PERIOD”). With respect to DEFENDANT
26 QUALITY CLEANING SERVICES, PLAINTIFF will amend this complaint to bring an action
27 pursuant to PAGA once he has fulfilled the statutory requirements with respect to DEFENDANT
28 QUALITY CLEANING SERVICES.

20. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing on February 20, 2026 to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS (except for DEFENDANT QUALITY CLEANING SERVICES) of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more days have passed since the submission and postmark date of this LWDA letter, and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly, PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

CLASS ACTION ALLEGATIONS

21. PLAINTIFF brings this action on behalf of himself and all current and former non-exempt employees of DEFENDANTS in the State of California (“CLASS MEMBERS”) at any time within the period beginning four (4) years prior to the filing of this Complaint and ending at the time this action settles or proceeds to final judgment (“CLASS PERIOD”).

22. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all hourly employees, including employees misclassified as independent contractors, in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all of their hourly employees, including employees misclassified as independent contractors, to identical violations of the California Labor Code and California Business and Professions Code as set forth herein.

1 d. PLAINTIFF is able to fairly and adequately protect the interests of all
2 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
3 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours worked.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Required Meal Periods**

6 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

7 **(Against All DEFENDANTS)**

8 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 24. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
11 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
12 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
13 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
14 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
15 § 226.7, 512 and IWC Wage Order No. 4-2001, § 11.

16 25. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
17 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
18 not provided with a meal period, in accordance with the applicable wage order, one (1) additional
19 hour of compensation at each employee's regular rate of pay for each workday that a meal period
20 was not provided.

21 26. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
22 and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
23 for all hours worked during their meal periods.

24 27. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
25 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
26 and due, interest, penalties, expenses, and costs of suit.

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1 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
2 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
3 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
4 breaks; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
5 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
6 period; and other methods to be discovered.

7 35. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
8 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
9 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
10 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
11 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
12 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
13 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

16 **[Cal. Labor Code §§ 201, 202, 203]**

17 **(Against All DEFENDANTS)**

18 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 37. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
21 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
22 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
23 and unpaid at the time of discharge are due and payable immediately.

24 38. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
25 required to pay all accrued wages due to an employee no later than 72 hours after the employee
26 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
2 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
3 statements in accordance with California Labor Code § 226(a). DEFENDANTS never provided
4 PLAINTIFF with an itemized wage statement at any time.

5 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
7 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
8 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
9 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
10 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
11 Labor Code § 226(e), as well as other available remedies.

12 **SIXTH CAUSE OF ACTION**

13 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

14 **[Cal. Labor Code § 2802]**

15 **(Against All DEFENDANTS)**

16 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 48. California Labor Code § 2802(a) requires an employer to indemnify an employee
19 for all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties, or of his or her obedience to the directions of the employer.

21 49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
22 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
23 in direct consequence of the discharge of their duties while working under the direction of
24 DEFENDANTS, including but not limited to cleaning rags and cleaning gloves, and other
25 employment-related expenses, in violation of California Labor Code § 2802.

26 50. As a proximate result of DEFENDANTS' unlawful actions and omissions,
27 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
28 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California

1 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
2 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
3 including those provided in California Labor Code § 2802(c), as well as other available remedies.

4 **SEVENTH CAUSE OF ACTION**

5 **Unfair and Unlawful Business Practices**

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

7 **(Against All DEFENDANTS)**

8 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 52. Each and every one of DEFENDANTS' acts and omissions in violation of the
11 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
12 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
13 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
14 minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or
15 quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage
16 statements and to maintain required records, and DEFENDANTS' failure and refusal to indemnify
17 PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in
18 discharging their duties constitutes unfair and unlawful business practices under California
19 Business and Professions Code § 17200 *et seq.*

20 53. DEFENDANTS' violations of California wage and hour laws constitute a business
21 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
22 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
23 CLASS MEMBERS.

24 54. DEFENDANTS have avoided payment of wages, meal periods, rest periods, and
25 other benefits as required by the California Labor Code, the California Code of Regulations, and
26 the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay
27 the correct sums of assessment to the state authorities under the California Labor Code and other
28 applicable regulations.

55. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

EIGHTH CAUSE OF ACTION

Breach of Contract

(Against All DEFENDANTS)

57. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

58. DEFENDANTS breached their contracts with PLAINTIFF and class members when, as described herein, DEFENDANTS failed to pay any wages to PLAINTIFF and CLASS MEMBERS despite express contractual promises to do so.

59. DEFENDANTS breached their contracts with PLAINTIFF and CLASS MEMBERS when DEFENDANTS promised PLAINTIFF and CLASS MEMBERS would be paid on specific dates, but DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS on the promised dates.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Cal. Labor Code §§ 2698-2699.5]**

4 **(Against All DEFENDANTS except for DEFENDANT QUALITY CLEANING SERVICES)**

5 60. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 61. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
8 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
9 current and former employees of DEFENDANTS pursuant to the procedures specified in
10 California Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were
11 employed by DEFENDANTS and one or more of the alleged violations of the California Labor
12 Code were committed against PLAINTIFF during the PENALTY PERIOD.

13 62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
14 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
15 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC
16 Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations
17 set forth above, including but not limited to:

- 18 a. Willfully misclassifying PLAINTIFF and other current and former employees
19 as independent contractors instead of non-exempt employees in violation of
20 Labor Code § 226.8;
- 21 b. Failing to properly compensate PLAINTIFF and other current and former
22 employees for missed meal periods in violation of California Labor Code §§
23 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;
- 24 c. Failing to properly compensate PLAINTIFF and other current and former
25 employees for missed rest periods in violation of California Labor Code §§
26 226.7 and 512 and IWC Wage Order No. 4;
- 27 d. Failing to properly compensate PLAINTIFF and other current and former
28 employees for all overtime hours worked in violation of California Labor Code

1 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;

2 e. Failing to compensate PLAINTIFF and other current and former employees at
3 a wage rate at least equal to the California minimum wage for each hour worked
4 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
5 IWC Wage Order No. 4;

6 f. Failing to maintain required records in violation of California Labor Code §§
7 1174-1174.5;

8 g. Failing to provide PLAINTIFF and other current and former employees with
9 accurate itemized wage statements that set forth the wage rate paid for each
10 hour worked, in violation of California Labor Code § 226;

11 h. Failing to properly compensate PLAINTIFF and other current and former
12 employees for all wages when due in violation of California Labor Code §§
13 201, 202, and 204; and

14 i. Failing to indemnify PLAINTIFF and other current and former employees for
15 necessary expenditures incurred in discharge of duties in violation of California
16 Labor Code § 2802.

17 63. These penalties are in addition to any other relief available under the Labor Code.
18 Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not
19 specifically provided, the following civil penalty is established: one hundred dollars (\$100) for
20 each aggrieved employee per pay period. PLAINTIFF is entitled to such civil penalties under
21 Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil
22 penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203,
23 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
26 similarly situated and aggrieved, by his attorneys, respectfully prays for relief against
27 DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

28 1. For compensatory damages in an amount to be ascertained at trial;

2. For restitution of all monies due to PLAINTIFF, including the disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. For injunctive relief;
13. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
14. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S counsel as class counsel; and
15. For such other and further relief that the Court may deem just and proper.

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DATED: July 10, 2026

THE KICK LAW FIRM, APC

[Signature]

Lauren Davis (State Bar. No. 294115)

Attorneys for Plaintiff VICTOR FLETES,
individually, and on behalf of all others
similarly situated and aggrieved

PROOF OF SERVICE

STATE OF CALIFORNIA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 815 Moraga Drive, Los Angeles, California 90049. On the date of execution below, I served the following document or documents:

• **FIRST AMENDED CLASS ACTION COMPLAINT,**

☒ **by electronic service** (via electronic filing service provider): I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter titled **Fletes, et al. v. A. J. Padleford & Son, Inc**, mandating electronic service. The transmission was reported as complete and without error to the addressees as stated below.

SHANNON MARIE JENKINS, ESQ. (Bar No. 189781) E-Mail: sjenkins@tldlaw.com TREDWAY, LUMSDAINE & DOYLE LLP 2010 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 756-0684 Facsimile: (866) 298-9254 sjenkins@tldlaw.com cfoss@tldlaw.com swatson@tldlaw.com	Attorneys for A. J. PADELFO RD & SON, INC., a California corporation
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 10, 2026.

/s/ Alina Muresan

Alina Muresan