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 12 employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

15 MIGUEL DE LOS SANTOS FLORENCIO,
 16 individually and similarly aggrieved
 17 employees,

18 Plaintiff,

19 v.

20 KONOIKE-PACIFIC CALIFORNIA, INC.,
 21 an active California Corporation; REAL
 22 TIME STAFFING SERVICES, LLC, an
 23 active California Limited Liability Company;
 24 EMPLOYBRIDGE, LLC, an active
 25 California Limited Liability Company;
 26 PROLOGISTIX, a business entity of
 27 unknown form; and DOES 1 to 50,

28 Defendants.

Case No.: 26STCV08021

INDIVIDUAL AND REPRESENTATIVE
ACTION

[Assigned to Hon. Richard L. Fruin in Dept. 15]

Action Filed: March 11, 2026

**FIRST AMENDED COMPLAINT FOR
 DAMAGES,
 PENALTIES AND OTHER RELIEF:**

1. Failure to Pay Overtime
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Break Violations
5. Failure to Pay Vested Vacation Benefits
6. Sick and Covid Period/Benefits Violations
7. Failure to Maintain & Produce
Employee Records
8. Unreimbursed Business Expenses
9. Release of Claims for Wage Violations
10. Reporting Time Violations
11. Untimely Payment of Wages
12. Failure to Timely Pay Wages at Separation
13. Wage Statements Violations
14. Failure to Pay Regular Rate of Pay

15. Unfair Business Practices
16. Wrongful Termination in Violation of Public Policy
17. Penalties Pursuant to the PAGA

JURY TRIAL DEMANDED

INTRODUCTORY ALLEGATIONS

1. Plaintiff is Miguel De Los Santos Florencio (“Plaintiff” and/or “Mr. Florencio”). At all times here, Mr. Florencio was a resident of the County of Los Angeles, State of California.
2. From on or about 2008 through on or about March 25, 2025, Mr. Florencio was hired by the Employers/Defendants (as defined below) to work as a non-exempt hourly wage employee in the State of California. He was primarily a forklift operator, moving pallets and items – from receiving to warehousing to shipping. During most of his shifts, which varied from day shifts to night shifts, he would be working either at the cold storage or the freezing storage locations. Throughout his employment, Mr. Florencio would report to the main warehouse of Employers at 1420 Coil Avenue, Wilmington, California 90744. Going back for at least four years before the filing of the Complaint and continuing at the present time, the Employers/Defendants have engaged in the following employment practices in violation of California employment laws.
3. The gravamen of this action is multiple illegal employment practices giving rise to the following:
 - a. Fourteen Causes of Action for multiple violations of various wage/hour and related laws which deprived Mr. Florencio of employment benefits and rights

- 1 mandated under California law.
- 2 b. A Cause of Action for Unfair Business Practices.
- 3 c. A Cause of Action for wrongful termination in violation of public policy. And,
- 4 d. After termination of the requisite administrative remedies for LWDA Case No.
- 5 LWDA-CM-1161396-26 with requisite notice communicated to the LWDA and
- 6 Defendants on March 3, 2026, a Cause of Action for violations of the Labor Code
- 7 pursuant to California Private Attorneys General Act on behalf of similarly
- 8 aggrieved employees.
- 9 4. Plaintiff brings this action against Defendants KONOIKE-PACIFIC CALIFORNIA,
- 10 INC., REAL TIME STAFFING SERVICES, LLC, EMPLOYBRIDGE, LLC,
- 11 PROLOGISTIX, and DOES 1 through 50, and Defendants' parent companies,
- 12 subsidiaries, successors, owners, officers, directors, and managing agents (also referred
- 13 to as "Defendants" or "Employers"). At all times here, Defendant KONOIKE-PACIFIC
- 14 CALIFORNIA, INC. has been engaged in the business of handling and control of cold
- 15 storage products, port/drayage, transportation, and handling logistics in the State of
- 16 California. Defendants REAL TIME STAFFING SERVICES, LLC,
- 17 EMPLOYBRIDGE, LLC, and PROLOGISTIX are engaged in the business of
- 18 employment staffing services in the State of California. Employers have
- 19 employed/jointly employed Employees (including Mr. Florencio) to perform work and
- 20 services in furtherance of their business/joint enterprise. Defendant KONOIKE-
- 21 PACIFIC CALIFORNIA, INC.'s principal place of business, at all times relevant here,
- 22 has been in the County of Los Angeles, at 1420 Coil Avenue, Wilmington, California
- 23 90744. Plaintiff will seek to hold all owners, directors, officers and managing agents of
- 24 his Employers personally liable for violations under Labor Code § 558 and/or Labor
- 25 Code § 558.1. Defendants were authorized to do business in the State of California.
- 26 5. Defendant business entities were the alter-egos of each and every other entity, and at all
- 27 times herein mentioned, has existed, a unity of interest and ownership between said entities and
- 28 individuals such that any separateness between them ceased to exist in that said individuals and

1 other entities have completely controlled, dominated, managed, and operated the business
2 entities and have intermingled the assets of each to suit convenience. As well, said entities
3 were, mere shells, instrumentalities, and conduits through which the other above-referenced
4 entities/individuals carried out their business while exercising complete control and dominance
5 of the business such that individuality or separateness did not truly exist.

6 6. Defendants and their parent companies, subsidiaries, successors, owners, officers,
7 directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said
8 persons/individuals are joint employers for the following reasons: 1) They indirectly exercised
9 control over the wages, hours or working conditions of employees; 2) They had knowledge
10 (either personally or through officers, directors and/or managing agents) of the work employees
11 were doing for them while supposedly being employed by another entity/individual and failed
12 to prevent the work from occurring; and 3) Said entities retained or assumed a general right of
13 control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day
14 aspects of the workplace behavior of employees.

15 7. Each of the above-referenced Defendants had authority to set Employer's policies,
16 procedures, and practices as well as the authority to hire, transfer, promote, assign, reward,
17 discipline employees or to effectively recommend said actions. Defendants also had
18 responsibility to act on employee grievances and/or to effectively recommend actions on
19 employee grievances. Defendants also had the authority and/or responsibility to direct
20 Plaintiff's daily work activities. The exercise of said authority and responsibility by the above-
21 referenced individual Defendants required the use of their independent judgment.

22 8. At all times herein and four years prior to the filing of the Complaint, Defendants either
23 employed individuals in California and/or were involved in managing businesses and/or
24 employees in California. During those years, Defendants were provided with notifications
25 from various governmental agencies as well as various publications advising them of the
26 requirements of the employment laws referenced here. Accordingly, Defendants knew the
27 obligations owed to employees/joint employees under California law. As such, Defendants'
28 failures to comply with the applicable Labor Code sections, Industrial Wage Orders,

1 regulations, and local laws as described here were done willfully, intentionally and with
2 knowledge of their illegality. Despite said knowledge, said Defendants deliberately approved,
3 established and/or implemented company-wide policies, procedures and/or practices they knew
4 violated California law as set forth here and did so for the purpose of maximizing the profits of
5 and/or their own personal gain (monetary or otherwise) to the illegal detriment of employees,
6 including Mr. Florencio.

7 9. Additionally, Defendants knew it was necessary to possess, and Defendants did possess,
8 a certain level of knowledge and skill in order to comply with the labor and employment laws
9 applicable to their area of business. Said knowledge was vastly superior to that of Defendants'
10 employees. Moreover, Defendants' employees depended on Defendants to know, record and/or
11 track certain information to ensure California labor laws were followed. Such things include the
12 dates and times worked by employees, when wages were owed to employees, the number of
13 rest and meal breaks, when rest and meal breaks were required to be provided, the information
14 required to be accurately reported on employee wage statements, when employees should be
15 paid their final wages, etc.

16 10. The facts linking the fictitiously designated Defendants with the causes of action
17 alleged herein and/or the true names and capacities, whether individual, corporate, partnership,
18 or otherwise of Defendants, DOES 1 through 50, are unknown to Plaintiff at this time, who
19 therefore sues said Defendants by such fictitious names and will seek to amend this First
20 Amended Complaint to show their true names and/or capacities when ascertained.

21 11. There is no legally recognized exemption or exception which excused Defendants;
22 therefore, Defendants were without legal justification or excuse for failing to comply with laws.

23 **FIRST CAUSE OF ACTION – FAILURE TO PAY OVERTIME WAGES,**
24 **BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL**
25 **DEFENDANTS**

26 12. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

27 13. Pursuant to Labor Code § 510 and the applicable Industrial Wage Orders, Defendants
28 were required to pay Plaintiff as well as other non-exempt employees overtime pay as follows:

- 1 a. For works in excess of 8 hours in one workday, no less than one and one-half
2 times the employee's regular rate of pay for all hours worked in excess of 8 hours
3 up to and including 12 hours in one workday.
- 4 b. For work in excess of 12 hours in one workday, no less than twice the employee's
5 regular rate of pay.
- 6 c. For work in excess of 40 hours in any one workweek, no less than one and one-
7 half times the employee's regular rate of pay for all hours in excess of 40 hours.

8 14. At all times during the statute of limitations period applicable to this cause of action,
9 Defendants, and each of them, willfully, knowingly, and intentionally failed to calculate and
10 compensate Mr. Florencio the overtime wages per Labor Code § 510 and/or applicable
11 Industrial Wage Order. Specifically, Defendants unfairly rounded Mr. Florencio's work hours
12 and/or failed to include all the time Mr. Florencio worked in calculating the wages that were
13 owed for each pay period. Thereby, Plaintiff was denied overtime wages.

14 15. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set
15 forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

16 **SECOND CAUSE OF ACTION – FAILURE TO PAY MINIMUM WAGES,**
17 **BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL**
18 **DEFENDANTS**

19 16. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

20 17. At all times herein, pursuant to Labor Code § 1182.12, applicable Industrial Wage
21 Orders, and local ordinances, Defendants were required to pay Mr. Florencio and their other
22 non-exempt employees at least the minimum hourly wage.

23 18. Defendants willfully, knowingly, and intentionally failed to calculate and compensate
24 Mr. Florencio the minimum wages for all the hours worked, including, but not limited to, off
25 the clock work, rounded time, and the time required to clock in/out for rest and/or meal breaks,
26 etc. Said violations also include non-compliance with the local wage ordinances in place at all
27 times relevant here.

28 19. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set

1 forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

2 **THIRD CAUSE OF ACTION -- FAILURE TO PROVIDE MEAL PERIODS OR**
3 **PREMIUM PAY, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO**
4 **AGAINST ALL DEFENDANTS**

5 20. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

6 21. At all times herein, pursuant to Labor Code § 512 and the applicable Wage Orders, an
7 employer may not employ an employee to work more than a five hours per day without
8 providing the employee with a thirty-minute meal break within the first five hours.

9 22. Labor Code § 512 and the applicable Wage Order further provide that an employer may
10 not employ an employee for a work period of more than ten hours per day without providing
11 the employee with a second meal period of not less than 30 minutes. California law also
12 requires that for a meal period to qualify as a valid meal period under the law, the meal period
13 must be timely, off-duty, unrestricted, and uninterrupted.

14 23. Defendants either deprived Mr. Florencio of taking the meal period(s) required each
15 workday, required Plaintiff to take his meal periods after the fifth hour of work, restricted his
16 meal periods, and/or interrupted his meal periods. As a result, Defendants were required by
17 Labor Code § 226.7 and/or the applicable IWC Wage Orders to pay Plaintiff "premium pay,"
18 i.e., one (1) hour of pay at their regular rate of pay for each workday.

19 24. For the period that Mr. Florencio was employed by Defendants, Defendants failed to
20 provide meal periods and also failed to pay Plaintiff the premium pay.

21 25. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set
22 forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

23 **FOURTH CAUSE OF ACTION – FAILURE TO PROVIDE REST PERIODS OR**
24 **PREMIUM PAY, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO**
25 **AGAINST ALL DEFENDANTS**

26 26. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

27 27. At all times herein, pursuant to the California Labor Code, the applicable Industrial
28 Wage Order, and/or applicable regulation, employers must authorize and permit employees to

1 take paid rest periods at the rate of 10 minutes net rest time per four hours or major fraction
2 thereof (unless the total work time is less than 3 ½ hours). So far as practical, the mandatory
3 rest breaks must be provided in the middle of each work period of the workday. And, the rest
4 break must be paid, timely, off-duty, unrestricted, and uninterrupted.

5 28. Mr. Florencio regularly worked more than 6 hours a day, entitling him to two 10-minute
6 rest breaks -- one in the middle of his first work period of each workday and one in the middle
7 of his second work period during each workday.

8 29. In violation of California law, Defendants either 1) deprived Mr. Florencio of taking the
9 rest periods required under California law, 2) required him to take his rest breaks too early or
10 too late (even though it was practical for Plaintiff to take his rest breaks in the middle of each
11 work period), 3) restricted the rest breaks and/or 4) interrupted the rest breaks.

12 30. In violation of Labor Code § 226.7, Defendants also failed to pay Mr. Florencio one (1)
13 hour of pay at his regular rate of pay for each workday that a rest break was not provided, was
14 provided too early or too late, was on-duty, was restricted, and/or was interrupted.

15 31. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set
16 forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

17 **FIFTH CAUSE OF ACTION – FAILURE TO PAY VESTED VACATION BENEFITS,**

18 **BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL**

19 **DEFENDANTS**

20 32. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

21 33. As required by Labor Code § 227.3, unless otherwise provided by a collective-
22 bargaining agreement, whenever a contract of employment or employer policy provides for
23 paid vacations, and an employee is terminated without having taken off his vested vacation
24 time, all vested vacation shall be paid to him as wages at his final rate in accordance with such
25 contract of employment or employer policy respecting eligibility or time served; provided,
26 however, that an employment contract or employer policy shall not provide for forfeiture of
27 vested vacation time upon termination.

28 34. Defendants have violated and continue to violate Labor Code § 227.3 by failing to pay

1 Plaintiff his vested vacation time at the time of his separation from Defendants.

2 35. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set
3 forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

4 **SIXTH CAUSE OF ACTION – FAILURE TO PROVIDE/PERMIT ACCRUED SICK**
5 **TIME & COVID BENEFITS, BY PLAINTIFF MIGUEL DE LOS SANTOS**

6 **FLORENCIO**

7 **AGAINST ALL DEFENDANTS**

8 36. Plaintiff hereby incorporates paragraphs 1 through 11 of this First Amended Complaint.

9 37. Pursuant to Labor Code §246, employers in California are required to provide
10 employees with sick leave time that accrues at the rates mandated or other applicable law. An
11 employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours
12 worked, beginning at the commencement of employment or the operative date as set forth in
13 the Code, whichever is later, subject to the use and accrual limitations set forth. Defendants are
14 also required to notify employees of the amount of their accrued sick leave either in their wage
15 statements or in a separate writing with the employee's payment of wages.

16 38. Pursuant to Labor Code § 233, employers are also required to permit employees to use
17 accumulated sick time for any of the reasons specified in Labor Code § 246.5 including the
18 following: diagnosis, care, or treatment of an existing health condition of (or preventive care
19 for) an employee or an employee's family member. Labor Code § 246.5 specifically prohibits
20 an employer from denying employees the right to use accrued sick days or attempting to
21 exercise their right to use accrued sick days.

22 39. Pursuant to Labor Code § 246 as well, an employer may lend paid sick days to an
23 employee in advance of accrual, at the employer's discretion and with proper documentation.
24 Defendants were also duty bound to provide Mr. Florencio with written notice that sets forth
25 the amount of paid sick leave available, or paid time off leave Defendants provided in lieu of
26 sick leave, for use on either Mr. Florencio's itemized wage statement described in Section 226
27 or in a separate writing provided on the designated pay date with the Plaintiff's payment of
28 wages.

1 40. Furthermore, a covered employee, who is considered full-time or who worked or was
2 scheduled to work an average of at least 40 hours per week in the two weeks before the leave is
3 taken, is entitled to up to 80 hours of medical leave, comprised of 40 hours of COVID-19
4 Supplemental Paid Sick Leave and an additional 40 hours if the covered employee or the
5 qualifying family member tests positive for COVID-19.

6 41. Defendants failed to confer Code compliant sick leave and Covid benefits to Plaintiff.

7 42. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth
8 in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

9 **SEVENTH CAUSE OF ACTION – FOR FAILURE TO MAINTAIN AND/OR**
10 **PRODUCE EMPLOYEE RECORDS, BY PLAINTIFF MIGUEL DE LOS SANTOS**
11 **FLORENCIO**
12 **AGAINST ALL DEFENDANTS**

13 43. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

14 44. Defendants have failed and continue to fail record keeping practices in compliance with
15 Labor Code Sections 1174 (c) and (d), which in pertinent part provide: "(c) Keep a record
16 showing the names and addresses of all employees employed and the ages of all minors. (d)
17 Keep at a central location in the state or at the plants or establishments at which employees are
18 employed, payroll records showing the hours worked daily by and the wages paid to, and the
19 number of piece-rate units earned by, and any applicable piece rate paid to, employees
20 employed at the respective plants or establishments. These records shall be kept in accordance
21 with rules established for this purpose by the commission, but in any case, shall be kept on file
22 for not less than three years. An employer shall not prohibit an employee from maintaining a
23 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

24 45. It became evident after review of the records and relevant data that record keeping practices
25 were lawfully deficient for computation of wages, premium and overtime wages, regular rate of
26 pay adjustments, PTO benefits, and reporting requirements for the wage statements.

27 46. Defendants' wage statements do not accurately set forth all the hourly rates in effect to the
28 pay period and/or the accurate corresponding number of hours worked at each hourly rate by

1 Employees. The aggrieved employees were affected by said violations and none were provided
2 the opportunity to examine their respective records at all times relevant here.

3 47. Defendants have not produced the employee records of Plaintiff in accordance with Labor
4 Code §§ 226, 432 and 1198.5 and applicable Industrial Wage Orders.

5 48. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth
6 in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

7 **EIGHTH CAUSE OF ACTION – FOR FAILURE TO REIMBURSE ALL BUSINESS**
8 **EXPENSES, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO**
9 **AGASNT ALL DEFENDANTS**

10 49. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

11 50. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify
12 the employee for losses caused by the employer's want of ordinary care." Labor Code § 2802
13 provides, in pertinent part, "[a]n employer shall indemnify the employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the discharge of him
15 of his duties..."

16 51. Defendants required Plaintiff to incur certain expenses during the course and scope of
17 his work for Defendants, including, but not limited to the use of personal vehicle for the
18 purpose of and during the course of business. Defendants have failed to reimburse Plaintiff for
19 said business related expenses under California law.

20 52. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth
21 in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

22 **NINTH CAUSE OF ACTION – FOR RELEASE OF CLAIMS FOR WAGE**
23 **VIOLATIONS, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO**
24 **AGASNT ALL DEFENDANTS**

25 53. Plaintiff incorporates paragraph 1 – 51, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31,
26 32, 35, 36, 42, 43, 48, 49, and 52 of this First Amended Complaint.

27 54. California Labor Code section 206.5 prohibits employers from requiring employees to
28 execute releases of a claim or right "on account of wages due, or to become due, or made as an

1 advance on wages to be earned, unless payment of those wages has been made. A release
2 required or executed in violation of the provisions of this section shall be null and void as
3 between the employer and the employee.”

4 55. The Employer required Mr. Florencio and other aggrieved employees to release
5 their claims for unpaid wages, penalties, and other claims as a condition to receiving their
6 paychecks. That practice is in violation of California Labor Code § 206.5. As such, Mr.
7 Florencio is entitled to penalties, attorney’s fees, costs, and interest, per Labor Code §§
8 2699(a), (f)-(g).

9 56. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth
10 in the Prayer for Damages - “Individual Causes of Action for Labor Law Violations.”

11 **TENTH CAUSE OF ACTION – FOR REPORTING TIME VIOLATIONS BY**
12 **PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL DEFENDANTS**

13 57. Plaintiff incorporates paragraphs 1 through 11 of this First Amended Complaint.

14 58. No employer may employ an employee prohibited by the applicable IWC wage orders.
15 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
16 fixed by the commission shall be the . . . standard conditions of labor for employees. The
17 employment of any employee . . . under conditions of labor prohibited by the order is
18 unlawful.”

19 59. California Code of Regulations, Title 8, section 11160(5)(A) provides that “[e]ach
20 workday an employee is required to report for work and does report, but is not put to work or is
21 furnished less than half said employee’s usual or scheduled day’s work, the employee shall be
22 paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor
23 more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the
24 minimum wage.”

25 60. Defendants violated California Labor Code section 1198 and California Code of
26 Regulations, Title 8, section 11160(5), because they failed to pay Mr. Florencio reporting time
27 pay when he reported to work.

28 61. Mr. Florencio is entitled to recover damages, civil penalties, attorney’s fees, costs, and

1 interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and as set forth in the Prayer
2 for “Individual Causes of Action for Labor Law Violations.”

3 **ELEVENTH CAUSE OF ACTION – FAILURE TO PAY WAGES/ TIMELY PAY**
4 **WAGES FOR ALL TIME WORKED, BY PLAINTIFF MIGUEL DE LOS SANTOS**
5 **FLORENCIO**
6 **AGAINST ALL DEFENDANTS**

7 62. Plaintiff incorporates paragraph 1 – 61, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31,
8 32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, and 61 of this First Amended Complaint.

9 63. Pursuant to Labor Code § 200, wages in California include all amounts for labor
10 performed by employees of every description, whether the amount is fixed or ascertained by
11 the standard of time, task, piece, commission basis, or other method of calculation. Wages
12 under Labor Code § 200 also include vested benefits such as premium pay for missed,
13 untimely, on-duty, restricted and/or interrupted meal periods and/or rest breaks. All non-exempt
14 employees must be paid all earned wages within the timeframes set forth in Labor Code § 204.

15 64. Defendants willfully, knowingly, and intentionally failed to pay Mr. Florencio for all
16 time worked whether or not reported for travel time between job locations and for unfairly
17 rounded punch-in/out times. Defendants also illegally required Mr. Florencio to clock out for
18 rest and/or meal breaks that were legally required to be paid by Defendants and failed to pay
19 for missed, untimely, short, on-duty, interrupted or restricted meal and/or rest breaks.

20 65. Since such wages were not paid, said wages were also not paid in accordance with the
21 time frames set forth in Labor Code § 204.

22 66. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set
23 forth in the Prayer for Damages - “Individual Causes of Action for Labor Law Violations.”

24 **TWELFTH CAUSE OF ACTION FOR FAILURE TO TMELY PAY WAGES**
25 **OWED AT TIME OF SEPARATION, BY PLAINTIFF MIGUEL DE LOS SANTOS**
26 **FLORENCIO**
27 **AGAINST ALL DEFENDANTS**

28 67. Plaintiff incorporates paragraph 1 – 66, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31,

32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, 61, 62, and 66 of this First Amended Complaint.

68. Pursuant to Labor Code § 201, employers are required to immediately pay employees all wages due at the time employees are discharged. Additionally, pursuant to Labor Code § 202, if an employee gives at least 72-hours previous notice of their intent to quit/retire, the employer is required to pay the employee all wages due the time the employee quits/retires. Pursuant to Labor Code § 202, if an employee does not give 72-hours previous notice of their intention to quit/retire, the employer is required to pay the employee all wages due to the employee within 72-hours of the time the employee leaves employment.

69. In violation of Labor Code §§ 201-202, Mr. Florencio was not timely paid all wages due at the time of his separation from Defendants even though said Defendants knew such payment was owed in accordance with Labor Code §§ 201-202. Plaintiff was not paid the overtime, regular time, minimum, premium, and reporting time wages. Also, Mr. Florencio was not paid vacation and accrued sick and Covid benefits that were owed at the time of the separation of Mr. Florencio from Defendants. Defendants thereby willfully violated Labor Code §§ 201-202 and the applicable IWC Wage Order(s).

70. Because Mr. Florencio was not paid all the wages owed in accordance with the time frames set forth in Labor Code §§ 201-202, pursuant to Labor Code § 203, Defendants were required to pay Plaintiff his regular wages from the due date thereof at the same rate until paid, up to a maximum of thirty (30) days of pay.

71. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

THIRTEENTH CAUSE OF ACTION – FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL DEFENDANTS

72. Plaintiff incorporates paragraph 1 – 71, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31, 32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, 61, 62, 66, 67, and 71 of this First Amended Complaint.

73. At all times herein, pursuant to Labor Code § 226(a), each time an employer pays wages to

an employee, the Employer is required to furnish the employee with an “accurate itemized statement in writing” that itemizes the following: 1) gross wages earned; 2) total hours worked; 3) the number of piece-rate units earned and the applicable piece rates; 4) all deductions; 5) net wages earned; 6) the inclusive dates for which the employee is being paid; 7) name of the employee and only the last 4 digits of his/her social security number or employee I.D. number; 8) the name and address of the legal entity of the employer; and 9) all hourly rates in effect to the pay period and hours worked at each hourly rate.

74. Defendants violated Labor Code §226(a) by not providing Mr. Florencio with Code compliant wage statements at all times relevant here.

75. As a result, Plaintiff was not reasonably able to promptly and easily determine the information intended to be communicated to Mr. Florencio by the Employer. A reasonable person would also have been unable to readily discern the above information without reference to other documents or information.

76. Plaintiff is entitled to recover the wages, damages, penalties, awards, and remedies set forth in the Prayer for Damages - “Individual Causes of Action for Labor Law Violations.”

FOURTEENTH CAUSE OF ACTION – FAILURE TO PAY REGULAR RATE OF PAY, BY MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL DEFENDANTS

77. Plaintiff incorporates paragraph 1 – 76, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31, 32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, 61, 62, 66, 67, 71, 72, and 76 of this First Amended Complaint.

78. Defendants have failed and continue to fail to take into consideration the “regular rate of pay,” encompassing all nondiscretionary payments, not just hourly wages, in their computation of premium pay for non-compliant meal, rest or recovery period under Labor Code Section 226.7(c) and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858.

79. Defendants have also failed and continues to fail to take into consideration the regular rate of pay in their computation of overtime pay pursuant to Labor Code Section 510(a). Mr. Florencio received non-discretionary bonuses relevant here and was denied the appropriate adjustments to the wages based on the requisite regular rate analysis.

80. Plaintiff is entitled to recover the damages, penalties, awards, and other remedies set forth in the Prayer for Damages - "Individual Causes of Action for Labor Law Violations."

FIFTEENTH CAUSE OF ACTION – UNFAIR BUSINESS PRACTICES,
BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO AGAINST ALL
DEFENDANTS

81. Plaintiff incorporates paragraph 1 – 80, except for paragraphs 12, 15, 16, 19, 20, 25, 26, 31, 32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, 61, 62, 66, 67, 71, 72, 76, 77, and 80 of this First Amended Complaint.

82. Business and Professions Code §17200 provides as applicable ". . . [U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice"

83. Business and Professions Code §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

84. Business and Professions Code §17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

85. Defendants have engaged in unlawful business acts or practices, including those set forth in the preceding paragraphs of the Complaint, and, thereby, have wrongfully deprived Plaintiff from the minimum working standards and conditions under the California Labor Code, the Code of Regulations and/or applicable IWC Wage Order(s), as set forth herein.

86. Defendants have also engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, which have been incorporated for this Cause of Action.

87. Defendants' use of such illegal and unfair practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors who comply with the above-referenced employment laws and regulations.

88. Defendants have engaged in said unlawful and unfair business practices on a continuous basis for many years up until the present time. As a result, Plaintiff has suffered injury in fact

1 and has lost money and/or property as described herein.

2 89. Defendants are required to pay restitution to restore any and all monies withheld, acquired
3 and/or converted, and the court is requested to issue an injunction prohibiting Defendants from
4 engaging in the foregoing conduct, and as necessary, appoint a receiver.

5 90. Plaintiff is entitled in addition to an award of attorneys' fees and costs of suit on this cause
6 of action pursuant to Code of Civil Procedure §1021.5.

7 91. Plaintiff is entitled to penalties, awards, fees, costs, interest, and other remedies set forth in
8 the Prayer for Damages - "Unfair Business Practices Cause of Action."

9 **SIXTEENTH CAUSE OF ACTION – WRONGFUL TERMINATION IN VIOLATION**
10 **OF PUBLIC POLICY, BY PLAINTIFF MIGUEL DE LOS SANTOS FLORENCIO**
11 **AGAINST ALL DEFENDANTS**

12 92. Plaintiff hereby incorporates paragraphs 1 through 11 of this First Amended Complaint.

13 93. Plaintiff's termination was in violation of fundamental, basic, and substantial public
14 policies of the State of California, including, but not limited to, the public policies set forth in
15 California's Fair Employment and Housing Act (FEHA), which includes unlawful age
16 discrimination employment practices per California Government Code §12940 as well as the
17 California Family Rights Act (CFRA).

18 94. Defendants' wrongful termination of Plaintiff was a substantial factor in causing
19 Plaintiff economic and non-economic harm for which he is seeking to recover the damages set
20 forth in the Prayer for Damages and Other Relief under California law.

21 **SEVENTEENTH CAUSE OF ACTION – VIOLATION OF LABOR LAWS GIVING**
22 **RISE TO AN ACTION PURSUANT TO THE PRIVATE ATTORNEYS GENERAL**
23 **ACT (PAGA),**

24 **BY PLAINTIFF MIGUEL DO LOS SANTO FLORENCIO & AGGRIEVED**
25 **EMPLOYEES AGAINST ALL DEFENDANTS**

26 95. Plaintiff hereby incorporates paragraphs 1-80 except for paragraphs 12, 15, 16, 19, 20, 25,
27 26, 31, 32, 35, 36, 42, 43, 48, 49, 52, 53, 56, 57, 61, 62, 66, 67, 71, 72, 76, 77, and 80 of this
28 First Amended Complaint.

1 96. Plaintiff brings this cause of action pursuant to the Private Attorneys General Act (Labor
2 Code §2699 et seq.) on behalf of himself and all aggrieved employees as described as follows:

3 97. All current and former employees of Defendants who were either 1) classified as non-exempt
4 employees or 2) should have been classified as non-exempt employees who worked for
5 Defendants at any time during the following time period: One year before the date that the
6 PAGA Notice Letter was filed with the LWDA to the present and continuing until the
7 unlawful employment practices are stopped or a judgment is obtained.

8 98. Plaintiff has exhausted all statutory prerequisites to filing a Private Attorneys General Action
9 in this matter by providing written notice to the Labor and Workforce Development Agency
10 on March 3, 2026, that Defendants had violated and were continuing to violate provisions of
11 the California Labor Code. Pursuant to the PAGA, said filing and submission through the
12 LWDA portal resulted in a tolling of the applicable statute of limitation(s).

13 99. At least sixty-five days have passed since Plaintiff provided written notice (by online
14 submission to the Labor and Workforce Development Agency and by certified mail to
15 Defendants) that Defendants had violated and continued to violate provisions of the
16 California Labor Code. Plaintiff has not received notice from the LWDA that it intends to
17 prosecute an action against Defendants. Therefore, as statutorily permitted by Labor Code §
18 2699.3, Plaintiff has the right to commence a PAGA action pursuant to Labor Code § 2699.

19 100. As applicable under California law, Plaintiff and the rest of the aggrieved employees (on
20 behalf of the LWDA, themselves, and/or other aggrieved employees) are entitled to recover
21 the penalties, awards, attorneys' fees, costs, interest, and other remedies set forth in Labor
22 Code §2699 et seq. and corresponding provisions of the Labor Code.

23 101. On behalf of himself and the remaining aggrieved employees, Plaintiff alleges the
24 following PAGA counts, as set forth in PAGA Notice of March 3, 2026:

25 a. Overtime Violations based on the incorporated paragraphs.

26 b. Minimum Wage Violations based on the incorporated paragraphs.

27 c. Meal Period Violations based on the incorporated paragraphs.

28 d. Rest Break Violations based on the incorporated paragraphs.

- e. Vacation Pay Violations based on the incorporated paragraphs.
 - f. Payment/Use of Sick Time Violations based on the incorporated paragraphs.
 - g. Regular Rate of Pay/Inadequate Compensation based on the incorporated paragraphs.
 - h. Reporting Time Violations based on the incorporated paragraphs.
 - i. Timely Wage Payment Violations based on the incorporated paragraphs.
 - j. Waiting Time Violations at Time of Separation based on the incorporated paragraphs.
 - k. Wage Statements Violations based on the incorporated paragraphs.
 - l. Failure to Maintain Accurate Payroll Records based on the incorporated paragraphs.
 - m. Unreimbursed Business Expenses Violations based on the incorporated paragraphs.
 - n. Release of Claims for Wages Due Violations based on the incorporated paragraphs.
 - o. Day of Rest Violations.
 - p. Illegal Deductions. And,
 - q. Violations of Workplace Temperature Regulations.
102. Because of the foregoing and incorporated PAGA violations, Plaintiff and other aggrieved employees are entitled to recover penalties, awards, and remedies set forth in the Prayer for Damages.

PRAYER FOR DAMAGES, AWARDS AND OTHER RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them:

Individual Causes of Action for Labor Law Violations

1. Unpaid/underpaid wages (including but not limited to regular wages, overtime wages, reporting time wages, vacation and sick leave/Covid benefits, and/or minimum wages) owed to Plaintiff in an amount as proven at the time of the trial.

2. All premium pay/wages owed to Plaintiff for untimely, missed, or interrupted meal periods and/or rest breaks in an amount as proven at the time of the trial.
3. Continuing wages to the fullest extent under Labor Code § 203 in an amount as proven at the time of the trial.
4. All statutory penalties under the Labor Code for an individual employee to recover from an employer for violation(s) of the Labor Code, applicable Industrial Wage Order(s) and/or applicable local laws/ordinances which were violated with respect to Plaintiff's employment as alleged herein, in an amount as proven at the time of trial.
5. All liquidated damages in an amount as proven at the time of trial.
6. All equitable relief permitted under California law, according to proof.
7. Attorney's fees to the fullest extent permitted under California law, according to proof.
8. Costs to the fullest extent permitted under California law.
9. Prejudgment and post-judgment interest and other relief under the law.

Unfair Business Practices Cause of Action

1. Full restitution of all monies pursuant to Bus. & Prof. Code § 17200, in an amount as proven at the time of the trial.
2. A preliminary and permanent injunction prohibiting Defendants from engaging in the unlawful and/or unfair employment practices and appointment of a receiver.
3. Attorneys' fees and costs to the fullest extent permitted under California law.
4. Prejudgment and post-judgment interest and other relief under the law.

Wrongful Termination in Violation of Public Policy

1. Damages for all past, present, and future economic and non-economic damages and losses, to the fullest extent permitted under California law, according to proof.
2. Punitive and exemplary damages to the fullest extent permitted under California law, according to proof.
3. Attorneys' fees and costs to the fullest extent permitted under California law, to be determined by the Court.
4. Prejudgment and post-judgment interest and other relief under the law.

Private Attorneys General Act (PAGA) Cause of Action

1. All civil penalties and/or other penalties and remedies recoverable under the PAGA pursuant to the prevailing PAGA statutes, including, but not limited to, Labor Code §§ 2698, 2699, 2699.3, 2699.5, 2699.6 and 2699.8, applicable Industrial Wage Order(s) and/or local ordinances.
2. Attorneys' fees and costs to the fullest extent permitted under California law, including, but not limited to Labor Code §§ 218.5 and 1194 as well as Code of Civil Procedure §102.5, to the fullest extent permitted under California law.
3. Prejudgment and post-judgment interest and other relief under the law.

DATED: May 12, 2026 MOORADIAN LAW, APC

Haik Hacopian

By: _____
Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff
MIGUEL DE LOS SANTOS FLORENCIO

DEMAND FOR A JURY TRIAL

Plaintiff, MIGUEL DE LOS SANTOS FLORENCIO, hereby demands a jury trial.

DATED: May 12, 2026 MOORADIAN LAW, APC

Haik Hacopian

By: _____
Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff
MIGUEL DE LOS SANTOS FLORENCIO