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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JORGE CISNEROS-HERNANDEZ, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

HONDO FRAMING, INC., a California
corporation; and DOES 1 through 100, inclusive,
Defendants.

Case No. CIVSB2615931

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

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 226.7, 516,
1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jorge Cisneros-Hernandez (“Plaintiff”), on behalf of himself and all others
2 similarly situated, and as a private attorney general on behalf of himself, the State of California,
3 and other aggrieved employees, hereby brings this Class and Representative Action Complaint
4 against Hondo Framing, Inc., and Does 1 through 100, inclusive (collectively, “Defendants”), and
5 on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of himself, the State of California, and other aggrieved employees,
9 hereby brings this class and representative action for recovery of unpaid wages and penalties
10 under California Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-
11 204, 226, 226.2, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802,
12 and 2804; and Industrial Welfare Commission Wage Order No. 16 (“Wage Order 16”), in addition
13 to seeking declaratory relief and restitution. This class action is brought pursuant to California
14 Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of
15 the California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
16 minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in San Bernardino County. Defendants own, maintain offices, transact business, have an
21 agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino
22 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

23 **PARTIES**

24 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
25 is, a California resident. Within the statute of limitations periods applicable to each cause of action
26 pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and
27 is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
28 property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,

1 226, 226.2, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 2698 *et seq.*, 2802, 2804; Business
2 & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 16, which sets
3 employment standards for employees in the construction industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
6 business as a construction company, and that they employed Plaintiff and other similarly situated
7 non-exempt employees within San Bernardino County and/or the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
12 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 23) to be subject to the
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
28 Members (as defined in Paragraph 23).

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9. Plaintiff was employed by Defendants as an hourly-paid, non-exempt carpenter December 2022 to February 2023, and from November 2025 to January 2026.

10. During his employment with Defendants, Defendants have required Plaintiff and employees to incur business expenses without reimbursement. Specifically, Plaintiff and employees have been required to provide and maintain their own work tools, including (but not limited to) compressors, hoses, nail guns, saws, bags, extension cords, planers, brushes, and other tools. Defendants also required Plaintiff to carry a cellphone to allow his supervisor to call him with work-related questions. This has come at a significant cost to Plaintiff, who has spent money out-of-pocket to purchase these tools and pay for his cellphone plan. At all relevant times, Plaintiff did not earn double the minimum wage, and therefore the exception found in Section 16 of Wage Order 16 regarding provision of hand tools does not apply to Plaintiff. On this basis and belief, many of Defendants' other employees have also been required to provide their own tools without being paid double the minimum wage, and have been required to use their own cellphones for work purposes, during the putative class period.

11. As a result of Defendants' failure to provide and maintain tools that are required for Plaintiff and other employees to perform their work for Defendants, as well as Defendants' failure to reimburse for the use of personal cell phones for work purposes, Plaintiff and other employees are entitled to reimbursement for those tools as well as the cost to maintain them, and a reasonable portion of their cell phone bills, plus interest on said amounts, pursuant to Labor Code Section 2802.

12. During Plaintiff's employment with Defendants, Defendants required Plaintiff and hourly-paid, non-exempt employees to report to work at least 15 minutes before their stated start time so that employees can get their tools and workstation ready for the day's work. For Plaintiff and his fellow construction crew members, this generally meant arriving to work at 6:45 a.m. Defendants, however, did not pay Plaintiff and its non-exempt employees for those 15 minutes of preparation time.

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1 13. Defendants also required Plaintiff and its non-exempt employees to spend at least
2 15 minutes at the end of the workday putting away tools and cleaning up their workstation;
3 however, Defendants did not pay for this work time. For Plaintiff and his fellow construction
4 crew members, this generally meant working from 3:30 p.m. to 3:45 p.m. without compensation.

5 14. Plaintiff complained about Defendants not paying him for all hours he worked, to
6 no avail. Plaintiff's foreman told him that he needs to make sure his tools are ready before 7:00
7 a.m. and put away after 3:30 p.m., and if he didn't abide by these rules, his hours would be cut.
8 The foreman did not allow Plaintiff to record the actual times when he arrived or left work.
9 Instead, the foreman excluded this information and only put down the *scheduled* hours for
10 Plaintiff and other non-exempt employees, which was generally 8 hours per day.

11 15. Defendants' failure to compensate Plaintiff and other non-exempt employees for
12 all hours worked resulted in minimum wage violations as well as overtime violations. Some of
13 this work time should have been paid at the overtime rate because, if properly compensated, it
14 would have resulted in Plaintiff and other non-exempt employees working more than 8 hours in
15 a workday or more than 40 hours in a workweek.

16 16. Defendants have also failed to provide meal periods to Plaintiff and other non-
17 exempt employees as required under California law. Specifically, Plaintiff and other non-exempt
18 employees were not relieved for a 30-minute meal period when they worked for Defendants.
19 Instead, the foreman instructed Plaintiff and other non-exempt employees to return to work within
20 approximately twenty minutes after starting a meal period, rather than the 30 minutes to which
21 they were legally entitled.

22 17. Despite failing to provide Plaintiff and other non-exempt employees with legally
23 compliant meal periods, Defendants have failed to pay the meal period premiums required by
24 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
25 period, Defendants have maintained no payroll code or other mechanism for paying meal period
26 premiums when Defendants failed to provide a legally compliant meal period.

27 18. Defendants have also failed to authorize and permit compliant rest periods to
28 Plaintiff and other non-exempt employees. Although Plaintiff and other non-exempt employees

1 regularly worked more than 6 hours in a workday for Defendants, Defendants only allowed them
2 to take one rest period. The lone rest period was typically scheduled after the 20-minute meal
3 period in the morning, more than 5 hours after the start of the workday. In explaining why
4 Defendants did not allow its employees to take a second rest period, the foreman told Plaintiff:
5 “you guys just get 20 minutes in the morning [for lunch] and 10 minutes in the afternoon, and
6 that’s it” (or words to that effect).

7 19. Despite failing to authorize and permit legally compliant rest periods to Plaintiff
8 and other non-exempt employees, Defendants have failed to pay the rest period premiums
9 required by Labor Code § 226.7. Upon information and belief, during at least a portion of the
10 putative class period, Defendants have maintained no payroll code or other mechanism for paying
11 rest period premiums when Defendants failed to authorize and permit a legally compliant rest
12 period.

13 20. As a result of Defendants’ failure to pay all wages due, their failure to account for
14 and compensate for all hours worked by its employees, and their failure to pay meal and rest
15 period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly
16 employed non-exempt employees at the separation of their employment.

17 21. As a further result of Defendants’ unlawful practices described above, Defendants
18 have maintained inaccurate time and payroll records, and have issued inaccurate wage statements
19 to Plaintiff and other non-exempt employees, as employees’ wage statements failed to include
20 accurate accountings of, among other things, all hours worked, gross and net wages earned, and
21 all meal and rest period premium wages owed. Moreover, Defendants would not allow Plaintiff
22 and other employees to record their actual hours worked or even the times they took their meal
23 periods. Instead, they were told they could only write down their scheduled start and end times
24 (e.g., 7:00 a.m. to 3:30 pm), and Defendants would then deduct 30 minutes for a supposed meal
25 period.

26 22. On information and belief, Defendants have engaged in the above unlawful
27 practices throughout the putative class period and continuing to the present.

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1 **CLASS ACTION ALLEGATIONS**

2 23. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Minimum Wage Class consists of all of Defendants' current and former non-
5 exempt employees in California who were subject to Defendants' timekeeping and payroll
6 practices, at any point from four years prior to the filing of this action to the present.

7 b. The Overtime Class consists of all of Defendants' current and former non-exempt
8 employees in California who worked more than 8.0 hours in a workday and/or over 40.0
9 hours in a workweek, and who were subject to Defendants' timekeeping and payroll
10 practices at any time from four years prior to the filing of this action through the present.

11 c. The Meal Period Class consists of all of Defendants' current and former non-
12 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
13 any time from four years prior to the filing of this action through the present.

14 d. The Rest Period Class consists of all of Defendants' current and former non-
15 exempt employees in California who worked at least 3.5 hours in at least one workday, at
16 any time from four years prior to the filing of this action through the present.

17 e. The Wage Statement Class consists of all members of the Minimum Wage Class,
18 Overtime Class, and/or Rest Period Class who received a wage statement from Defendants
19 at any time from one year prior to the filing of this action through the present.

20 f. The Waiting Time Class consists of all members of the Minimum Wage Class,
21 Overtime Class, and/or Rest Period Class, whose employment with Defendants ended at
22 any time from three prior to the filing of this action through the present.

23 g. The Expense Reimbursement Class consists of all of Defendants' employees who
24 were required to use and/or maintain their personal property for work-related purposes,
25 including but not limited to personal tools and personal cell phones, at any time from four
26 years prior to the filing of this action through the present.

27 24. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
28 joinder of all members would be unfeasible and impracticable. The membership of the Classes is

unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

25. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, but not limited to:

- i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;
- ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vi. Whether Defendants timely paid final wages to Waiting Time Class members; and
- vii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

26. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage statement, meal period, rest period, final wage, and expense reimbursement policies/practices. As such, the common questions predominate over individual questions

concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

27. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices; was furnished with inaccurate wage statements; was not provided reimbursement for work expenses; and was deprived of all final wages upon separation of employment from Defendants.

28. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

29. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable

1 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
2 prosecution of separate actions by individual class members would create a substantial risk of
3 inconsistent or varying verdicts or adjudications with respect to the individual class members
4 against Defendants herein; and which would establish potentially incompatible standards of
5 conduct for Defendants. Further, the claims of the individual members of the Classes are not
6 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
7 costs and expenses attending thereto. As such, the Classes identified in Paragraph 23 are
8 maintainable under Section 382 of the Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **MINIMUM WAGE VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 31. Wage Order 16, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
14 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
15 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
16 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
17 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

18 32. At all relevant times, Defendants failed to conform their pay practices to the
19 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
20 actually worked including, but not limited to, all hours they were subject to Defendants' control
21 and/or suffered or permitted to work under the Labor Code and Wage Order 16.

22 33. California Labor Code § 1198 makes unlawful the employment of an employee
23 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
24 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
25 those employees the balance of the unpaid wages as well as liquidated damages in an amount
26 equal to the wages due and interest thereon.

27 34. As a direct and proximate result of Defendants' unlawful conduct as alleged
28 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but

1 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
2 entitled to recover economic and statutory damages and penalties and other appropriate relief as
3 a result of Defendants' violations of the California Labor Code and Wage Order 16.

4 35. Defendants' practice and uniform administration of corporate policy regarding
5 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
6 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
7 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
8 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

9 **SECOND CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(AGAINST ALL DEFENDANTS)**

12 36. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

13 37. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
14 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
15 overtime hours worked, and which provide a private right of action for the failure to pay all
16 overtime compensation for overtime work performed.

17 38. At all times relevant herein, Defendants were required to properly compensate
18 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
19 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an
20 employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of
21 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
22 the seventh consecutive workday in a workweek. Wage Order 16, § 3 also requires an employer
23 to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a
24 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
25 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
26 and double-time hours but did not compensate them at one and one-half times (or two times) their
27 regular rate of pay for such hours.

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39. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 16, for the reasons set forth in this Complaint.

42. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 16, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. Labor Code §§ 226.7 and 516, and Wage Order 16, § 11 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

45. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

1 46. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
2 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
3 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
4 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
5 1 of the California Constitution.

6 **FIFTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and the Wage Statement Class with accurate and complete itemized wage statements that
13 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
14 all wages earned, in violation of Labor Code § 226.

15 49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
16 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
17 among other things, the non-payment of all their wages and meal and rest period premium wages,
18 and deprived them of the information necessary to identify and reconcile the discrepancies in
19 Defendants' reported data.

20 50. Defendants' failures create an entitlement to recovery by Plaintiff and members of
21 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
22 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
23 of suit, pursuant to Labor Code §§ 226 and 226.3.

24 **SIXTH CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(AGAINST ALL DEFENDANTS)**

27 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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1 52. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
2 an employer to pay all wages immediately at the time of separation of employment in the event
3 the employer discharges the employee, or the employee provides at least 72 hours of notice of
4 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
5 to quit, said employee's wages become due and payable not later than 72 hours upon said
6 employee's last date of employment.

7 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
9 at their separation from employment, including (but not limited to) unpaid minimum wages,
10 overtime wages, and unpaid meal and rest period premium wages.

11 54. Defendants' failure to pay all final wages was willful within the meaning of Labor
12 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
16 attorneys' fees and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS)**

20 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 56. At all relevant times, Defendants were subject to Labor Code § 2802, which states
22 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
24 her obedience to the directions of the employer."

25 57. At all relevant times, Defendants were subject to Labor Code § 2804: "any contract
26 or agreement, express or implied, made by any employee to waive the benefits of this article or
27 any part thereof, is null and void, and this article shall not deprive any employee or his personal
28 representative of any right or remedy to which he is entitled under the laws of this State."

1 58. Due to Defendants' unlawful policy and practice of requiring employees to use
2 their personal property, including but not limited to personal tools, for work purposes and their
3 failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants
4 have violated Labor Code § 2802.

5 59. As a proximate result of Defendants' policies and/or practices in violation of Labor
6 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
7 suffered damages in sums, which will be shown according to proof.

8 60. Plaintiff and members of the Expense Reimbursement Class are entitled to
9 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

10 61. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
11 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
12 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
13 accrue from the date on which they incurred the initial necessary expenditure.

14 **EIGHTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(AGAINST ALL DEFENDANTS)**

17 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 63. Defendants have engaged, and continue to engage, in unfair and/or unlawful
19 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
20 Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal
21 periods or pay meal period premium wages, failing to authorize and permit rest periods or pay
22 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
23 failing to timely pay final wages, and failing to reimburse business expenses.

24 64. Defendants' utilization of these unfair and/or unlawful business practices has
25 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
26 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
27 Defendants' competitors who have been and/or are currently employing workers and attempting
28 to do so in honest compliance with applicable wage and hour laws.

1 65. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
3 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
4 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

5 66. The acts complained of herein occurred within the four years immediately
6 preceding the filing of this action.

7 67. Plaintiff was compelled to retain the services of counsel to file this court action to
8 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
9 of Defendants' current non-exempt employees, and to enforce important rights affecting the
10 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
11 which he is entitled to recover under Code of Civil Procedure § 1021.5.

12 **NINTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(AGAINST ALL DEFENDANTS)**

15 68. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 69. Defendants have committed several Labor Code violations against Plaintiff and
17 other Aggrieved Employees. Plaintiff is an "Aggrieved Employee" within the meaning of Labor
18 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other
19 aggrieved employees, brings this representative action against Defendants to recover the civil
20 penalties due to Plaintiff, other aggrieved employees, and the State of California according to
21 proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based
22 on the following violations:

23 a. Failing to pay Plaintiff and other Aggrieved Employees at least the minimum
24 wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12,
25 1194, 1194.2, 1197, and 1198;

26 b. Failing to Plaintiff and other Aggrieved Employees all overtime and/or double-
27 time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194,
28 and 1198;

- c. Failing to provide meal periods, and failing to pay meal periods premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit rest periods, and failing to pay rest period premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff and other Aggrieved Employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- f. Failing to furnish Plaintiff and other Aggrieved Employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- g. Failing to timely pay Plaintiff and other Aggrieved Employees all final wages due, in violation of Labor Code §§ 201-203;
- h. Failure to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

70. On or about May 26, 2026, Plaintiff notified Defendant Hondo Framing, Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the Labor Code identified in paragraph 69 (a)-(h) above. Now that sixty-five (65) days have passed from Plaintiff’s notifying Defendants and the LWDA of the above violations of the Labor Code, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

71. As indicated in Plaintiff’s PAGA notice letter, the “Aggrieved Employees” whom Plaintiff seeks to represent in this representative PAGA action include all of Defendants’ current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any other alternative date agreed upon by the partes and/or approved by the Court.

72. Plaintiff was compelled to retain the services of counsel to file this court action to protect his and other aggrieved employees' interests, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover per Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

1 12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff,
2 the State of California, and other Aggrieved Employees under the Private Attorneys General Act,
3 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
4 engaging in the unlawful conduct alleged herein;

5 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
6 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
7 California Constitution;

8 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
9 226(e), 1194 *et seq.*, 2699(k), 2802(c), Cal. Code Civ. Proc. § 1021.5, and all other applicable
10 statutes; and

11 15. For such other and further relief the Court may deem just and proper.

12 Date: July 31, 2026

MARQUEE LAW GROUP, APC

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14 

15 Tuvia Korobkin
16 Attorneys for Plaintiff

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

19
20 Date: July 31, 2026

MARQUEE LAW GROUP, APC

21
22 

23 Tuvia Korobkin
24 Attorneys for Plaintiff