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on behalf of the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF RIVERSIDE

12 LOURDES CASTRO, on behalf of the general
13 public as private attorney general,

14 Plaintiff,

15 v.

16 PYRAMID LQR MANAGEMENT L.P. DBA
17 PYRAMID GLOBAL HOSPITALITY, a
Delaware Corporation and DOES 1-50,
18 inclusive,

19 Defendant.

CASE NO.: **CVRI 2605196**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff LOURDES CASTRO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL HOSPITALITY, a Delaware Corporation, and DOES 1-50, inclusive (collectively “Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendant are doing business throughout California, including but
6 not limited to Riverside County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendant employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendant have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during
28 employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse

1 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
2 of the general public as private attorney general and all other aggrieved employees.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
6 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
7 attorneys' fees and costs

8 **III. PARTIES**

9 10. Plaintiff, LOURDES CASTRO, was at all times relevant to this action, a
10 resident of California. Plaintiff was employed by Defendant in approximately November of 2025
11 as a Non-Exempt Employee that worked as a housekeeping employee at Defendant's La Quinta
12 Resort and Club location in La Quinta, California, and is still employed by Defendant.

13 11. Defendant, PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL
14 HOSPITALITY, is a Delaware Corporation operating as a resort. Defendant operates in La
15 Quinta, California, where Plaintiff works. Plaintiff estimates there are in excess of one hundred
16 (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

17 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
18 relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as
19 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are
20 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
21 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
22 are ascertained.

23 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
24 or indirectly, or through agents or other persons, employed Plaintiff and other members of
25 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
26 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
27 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
28 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally

1 attributable to the other Defendant.

2 14. On information and belief, Defendant willfully failed to pay all earned wages in the
3 form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
4 Exempt Employees and members of the Representative Group; nor have Defendant returned to
5 Plaintiff or members of the Representative Group, upon or after separation from employment with
6 Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
7 on behalf of the general public as private attorney general and all other aggrieved employees.

8 **IV. GENERAL ALLEGATIONS**

9 15. At all times set forth herein, Defendant employed Plaintiff and other persons in the
10 capacity of non-exempt positions, however titled, throughout the state of California.

11 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
12 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
13 rules and regulations of the IWC California Wage Orders.

14 17. Defendant continues to employ Non-Exempt Employees, however titled, in
15 California and implement a uniform set of policies and practices to all non-exempt employees, as
16 they were all engaged in the generic job duties related to Defendant's businesses.

17 18. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
18 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
19 the requirements of California's wage and employment laws.

20 19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
21 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
22 week.

23 20. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
24 Employees based upon an hourly rate.

25 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees typically worked five (5) days a week.

27 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
28 Employees typically worked 10-12 hour shifts each day.

1 23. Plaintiff is informed and believes that the Aggrieved Employees were required to
2 keep similar schedules.

3 24. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved
4 Employees for all hours worked, resulting in underpayment of minimum and overtime wages.

5 25. During the relevant time, as a consequence of Defendant's staffing and scheduling
6 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
7 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
8 meal periods on shifts over five hours as required by law.

9 26. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
10 waiver.

11 27. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
12 meal periods.

13 28. Despite the above-mentioned meal period violations, Defendant failed to
14 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
15 one additional hour of pay at their regular rate as required by California law when meal periods
16 were not timely or lawfully provided in a compliant manner.

17 29. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
18 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
19 entitled to receive premium wages based on their regular rate of pay under California Labor Code
20 § 226.7 but were not receiving such compensation.

21 30. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
22 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
23 period for every four hours worked or major fraction thereof, which is a violation of the California
24 Labor Code and IWC wage order.

25 31. Defendant maintained and enforced scheduling practices, policies, and imposed
26 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
27 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
28 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to

1 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

2 32. Despite the above-mentioned rest period violations, Defendant did not compensate
3 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
4 pay at their regular rate as required by California law, including California Labor Code § 226.7
5 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
6 and permitted.

7 33. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
8 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
9 were not reimbursed for personal cell phone use, uniform maintenance and other necessary
10 uniform related costs.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
12 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
13 wages owed to them during their employment. Plaintiff and the other aggrieved employees did not
14 receive payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 35. During the relevant time period, Defendant failed to pay Plaintiff and the other
17 aggrieved employees all wages within any time permissible under California law, including, inter
18 alia, California Labor Code section 204.

19 36. Upon information and belief, Defendant knew and or should have known that it is
20 improper to implement policies and commit unlawful acts such as:

21 (a) requiring employees to work four (4) hours or a major fraction thereof without
22 being provided a minimum ten (10) minute rest period and without compensating the employees
23 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
24 rest period was not provided;

25 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
26 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
27 and without compensating employees with one (1) hour of pay at the regular rate of compensation
28 for each workday that such a meal period was not provided;

- (c) failing to pay overtime and minimum wages;
- (d) failing to provide accurate wage statements;
- (e) failing to reimburse necessary business expenses;
- (f) failing to pay wages timely during employment;
- (g) conducting and engaging in unfair business practices.

37. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

38. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

VI. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

39. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

40. On June 15, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

41. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendant.

1 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
2 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
3 including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
4 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
5 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

6 43. At all times relevant, Plaintiff and all other aggrieved employees regularly
7 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
8 rest break requirements of the applicable IWC wage order and the Labor Code.

9 44. As a result of Defendant's unlawful conduct, Plaintiff and Aggrieved employees
10 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
11 worked.

12 45. For the violations below, Plaintiff and the Representative Aggrieved Employees are
13 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, *et. seq.*

14 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

15 46. At all times relevant, the IWC wage orders applicable to Plaintiff and the
16 Aggrieved Employees require employers to pay its employees for each hour worked at least
17 minimum wage. "Hours worked" means the time during which an employee is subject to the
18 control of an employer, and includes all the time the employee is suffered or permitted to work,
19 whether or not required to do so, and in the case of an employee who is required to reside on the
20 employment premises, that time spent carrying out assigned duties shall be counted as hours
21 worked.

22 47. At all relevant times, Labor Code §1197 provides that the minimum wage for
23 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
24 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
25 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
26 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
27 and Aggrieved Employees' employment by Defendant provided that employees working for more
28 than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime

1 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
2 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
3 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
4 regular rate of pay.

5 48. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
6 acting individually as an officer, agent, or employee of another person, who pays or causes to be
7 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
8 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
9 damages payable to the employee, and any applicable penalties pursuant to Section 203.

10 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
11 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
12 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
13 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
14 seventh day of work in a particular work week.

15 50. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
16 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
17 11000, et. seq. and the Labor Code.

18 51. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
19 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
20 work performed as discussed above which resulted in a disproportionate underpayment of
21 minimum and overtime wages.

22 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

23 52. Pursuant to Labor Code §512, no employer shall employ an employee for a work
24 period of more than five (5) hours without providing a meal break of not less than thirty (30)
25 minutes in which the employee is relieved of all of his or her duties. An employer may not
26 employ an employee for a work period of more than ten (10) hours per day without providing the
27 employee with a second meal period of not less than thirty (30) minutes, except that if the total
28 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual

1 consent of the employer and the employee only if the first meal period was not waived.

2 53. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
3 employment by Defendant, in order for an "on duty" meal period to be permissible, the nature of
4 the work of the employee must prevent an employee from being relieved of all duties relating to
5 his or her work for the employer and the employees must consent in writing to the "on duty" meal
6 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
7 to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved
8 Employees was not such that they were prevented from being relieved of all duties. Despite the
9 requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees'
10 employment by Defendant and Labor Code §512 and §226.7, Defendant did not provide Plaintiff
11 and Aggrieved Employees with all their statutorily authorized meal periods.

12 54. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
13 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
14 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
15 Employees' employment by Defendant. As a proximate result of the aforementioned violations,
16 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
17 at time of trial.

18 55. By their failure to provide a compliant meal period for each shift worked over five
19 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
20 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
21 compensation in lieu of such non-provided meal periods, as alleged above, Defendant violated the
22 provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

23 56. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
24 voluntarily or willfully waive meal periods and were regularly required to work shifts without
25 being provided all of their legally required meal periods. Defendant created a working
26 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
27 periods due to shift scheduling and/or work related demands placed upon them by Defendant as
28 well as a lack of sufficient staffing to meet the needs of Defendant's business as discussed above.

1 On information and belief, Defendant's implemented a policy and practice which resulted in
2 systematic and companywide violations of the Labor Code. On information and belief,
3 Defendant's violations have been widespread throughout the liability period and will be evidenced
4 by Defendant's time records for the Aggrieved Employees.

5 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

6 57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
7 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
8 periods, which insofar as practicable shall be in the middle of each work period.... [The]
9 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
10 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
11 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
12 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
13 mandated by an applicable order of the IWC.

14 58. Defendant were required to authorize and permit employees such as Plaintiff and
15 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
16 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
17 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
18 Employees' employment by Defendant, Defendant failed and refused to authorize and permit
19 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
20 worked, or major fraction thereof.

21 59. On information and belief Defendant created a working environment in which
22 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
23 scheduling and/or work related demands placed upon them by Defendant as well as a lack of
24 sufficient staffing to meet the needs of Defendant's business as discussed above. On information
25 and belief, Defendant implemented a policy and practice which resulted in systematic and
26 companywide violations of the Labor Code. On information and belief, Defendant's violations
27 have been widespread throughout the liability period.

28 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

1 60. Section 226(a) of the California Labor Code requires Defendant to itemize in wage
2 statements all deductions from payment of wages and to accurately report total hours worked by
3 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
4 among other things. Defendant have knowingly and intentionally failed to comply with Labor
5 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
6 Employees.

7 61. IWC Wage Orders require Defendant to maintain time records showing, among
8 others, when the employee begins and ends each work period, meal periods, split shift intervals
9 and total daily hours worked in an itemized wage statement, and must show all deductions and
10 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
11 Aggrieved Employees. On information and belief, Defendant have failed to record all or some of
12 the items delineated in Industrial Wage Orders and Labor Code §226.

13 62. Defendant have failed to accurately record all time worked.

14 63. Defendant have also failed to accurately record the meal and rest period premiums
15 owed and all wages owed per pay period.

16 64. Plaintiff and Aggrieved Employees have been injured as they were unable to
17 determine whether they had been paid correctly for all hours worked per pay period among other
18 things.

19 65. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
20 entitled up to a maximum of \$4,000 each for record keeping violations.

21 66. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

27 67. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved
28 Employees for necessary expenditures incurred in direct consequences of the discharge of his or

1 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
2 Employees, were not adequately reimbursed by Defendant for expenses related to tool usage as
3 described above, which were incurred as a direct consequence of the discharge of duties by
4 Plaintiff and Aggrieved Employees. Despite these realities of the job, Defendant failed to provide
5 reimbursements.

6 68. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
7 implied, made by any employee to waive the benefits of this article or any part thereof is null and
8 void, and this article shall not deprive any employee or his or her personal representative of any
9 right or remedy to which he is entitled under the laws of this State.”

10 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

11 69. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
12 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
13 work for a client, that employee's wages are due and payable no less frequently than weekly,
14 regardless of when the assignment ends, and wages for work performed during any calendar week
15 shall be due and payable not later than the regular payday of the following calendar week. A
16 temporary services employer shall be deemed to have timely paid wages upon completion of an
17 assignment if wages are paid in compliance with this subdivision.”

18 70. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
19 to (5), inclusive, if an employee of a temporary services employer in the security services industry
20 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
21 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
22 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
23 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
24 work performed during any workweek, as defined under Section 500, shall be due and payable not
25 later than the regular payday of the following workweek.”

26 71. Defendant failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
27 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
28 Code section 201.3.

72. As a result, Defendant are liable to Plaintiff and Aggrieved Employees for penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

FAILURE TO MAINTAIN ACCURATE RECORDS

73. Additionally, Defendant have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

PRAYER FOR RELIEF

As a result of Defendant's unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: August 19, 2026

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff LOURDES CASTRO,
on behalf of the general public as private
attorney general.

EXHIBIT A

JAMES HAWKINS
A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 15, 2026

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL HOSPITALITY, a
Delaware Corporation
Agent for Service of Process:
1505 Corporation
REGISTERED AGENT SOLUTIONS, INC.
ADAM SALDANA
555 CAPITOL MALL, SUITE 1150, SACRAMENTO, CA 95814
Receipt No.: 9589 0710 5270 3636 0551 82

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

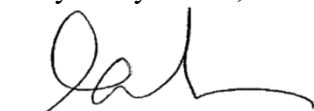
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff LOURDES CASTRO individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL HOSPITALITY, a Delaware Corporation through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Riverside County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

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9 Attorneys for Plaintiff LOURDES CASTRO,
on behalf of the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF RIVERSIDE

12 LOURDES CASTRO, on behalf of the general
13 public as private attorney general,

14 Plaintiff,

15 v.

16 PYRAMID LQR MANAGEMENT L.P. DBA
17 PYRAMID GLOBAL HOSPITALITY, a
Delaware Corporation and DOES 1-50,
18 inclusive,

19 Defendant.
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21
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23
24
25
26
27
28

CASE NO.:

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff LOURDES CASTRO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL HOSPITALITY, a Delaware Corporation, and DOES 1-50, inclusive (collectively “Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to timely pay wages during employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendant are doing business throughout California, including but
6 not limited to Riverside County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendant employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendant have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to timely pay wages during
28 employment, (e) failing to provide accurate itemized wage statements, and (f) failing to reimburse

1 business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf
2 of the general public as private attorney general and all other aggrieved employees.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
6 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest,
7 attorneys' fees and costs

8 **III. PARTIES**

9 10. Plaintiff, LOURDES CASTRO, was at all times relevant to this action, a
10 resident of California. Plaintiff was employed by Defendant in approximately November of 2025
11 as a Non-Exempt Employee that worked as a housekeeping employee at Defendant's La Quinta
12 Resort and Club location in La Quinta, California, and is still employed by Defendant.

13 11. Defendant, PYRAMID LQR MANAGEMENT L.P. DBA PYRAMID GLOBAL
14 HOSPITALITY, is a Delaware Corporation operating as a resort. Defendant operates in La
15 Quinta, California, where Plaintiff works. Plaintiff estimates there are in excess of one hundred
16 (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

17 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
18 relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as
19 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are
20 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
21 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
22 are ascertained.

23 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
24 or indirectly, or through agents or other persons, employed Plaintiff and other members of
25 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
26 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
27 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
28 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally

1 attributable to the other Defendant.

2 14. On information and belief, Defendant willfully failed to pay all earned wages in the
3 form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
4 Exempt Employees and members of the Representative Group; nor have Defendant returned to
5 Plaintiff or members of the Representative Group, upon or after separation from employment with
6 Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
7 on behalf of the general public as private attorney general and all other aggrieved employees.

8 **IV. GENERAL ALLEGATIONS**

9 15. At all times set forth herein, Defendant employed Plaintiff and other persons in the
10 capacity of non-exempt positions, however titled, throughout the state of California.

11 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
12 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
13 rules and regulations of the IWC California Wage Orders.

14 17. Defendant continues to employ Non-Exempt Employees, however titled, in
15 California and implement a uniform set of policies and practices to all non-exempt employees, as
16 they were all engaged in the generic job duties related to Defendant's businesses.

17 18. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
18 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
19 the requirements of California's wage and employment laws.

20 19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
21 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
22 week.

23 20. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
24 Employees based upon an hourly rate.

25 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees typically worked five (5) days a week.

27 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
28 Employees typically worked 10-12 hour shifts each day.

1 23. Plaintiff is informed and believes that the Aggrieved Employees were required to
2 keep similar schedules.

3 24. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved
4 Employees for all hours worked, resulting in underpayment of minimum and overtime wages.

5 25. During the relevant time, as a consequence of Defendant's staffing and scheduling
6 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
7 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
8 meal periods on shifts over five hours as required by law.

9 26. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
10 waiver.

11 27. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
12 meal periods.

13 28. Despite the above-mentioned meal period violations, Defendant failed to
14 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
15 one additional hour of pay at their regular rate as required by California law when meal periods
16 were not timely or lawfully provided in a compliant manner.

17 29. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
18 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
19 entitled to receive premium wages based on their regular rate of pay under California Labor Code
20 § 226.7 but were not receiving such compensation.

21 30. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
22 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
23 period for every four hours worked or major fraction thereof, which is a violation of the California
24 Labor Code and IWC wage order.

25 31. Defendant maintained and enforced scheduling practices, policies, and imposed
26 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
27 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
28 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to

1 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

2 32. Despite the above-mentioned rest period violations, Defendant did not compensate
3 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
4 pay at their regular rate as required by California law, including California Labor Code § 226.7
5 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
6 and permitted.

7 33. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
8 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
9 were not reimbursed for personal cell phone use, uniform maintenance and other necessary
10 uniform related costs.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
12 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
13 wages owed to them during their employment. Plaintiff and the other aggrieved employees did not
14 receive payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 35. During the relevant time period, Defendant failed to pay Plaintiff and the other
17 aggrieved employees all wages within any time permissible under California law, including, inter
18 alia, California Labor Code section 204.

19 36. Upon information and belief, Defendant knew and or should have known that it is
20 improper to implement policies and commit unlawful acts such as:

21 (a) requiring employees to work four (4) hours or a major fraction thereof without
22 being provided a minimum ten (10) minute rest period and without compensating the employees
23 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
24 rest period was not provided;

25 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
26 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
27 and without compensating employees with one (1) hour of pay at the regular rate of compensation
28 for each workday that such a meal period was not provided;

- (c) failing to pay overtime and minimum wages;
- (d) failing to provide accurate wage statements;
- (e) failing to reimburse necessary business expenses;
- (f) failing to pay wages timely during employment;
- (g) conducting and engaging in unfair business practices.

37. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

38. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

VI. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

39. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

40. On June 15, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

41. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendant.

1 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
2 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
3 including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7,
4 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC
5 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

6 43. At all times relevant, Plaintiff and all other aggrieved employees regularly
7 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
8 rest break requirements of the applicable IWC wage order and the Labor Code.

9 44. As a result of Defendant's unlawful conduct, Plaintiff and Aggrieved employees
10 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
11 worked.

12 45. For the violations below, Plaintiff and the Representative Aggrieved Employees are
13 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, *et. seq.*

14 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

15 46. At all times relevant, the IWC wage orders applicable to Plaintiff and the
16 Aggrieved Employees require employers to pay its employees for each hour worked at least
17 minimum wage. "Hours worked" means the time during which an employee is subject to the
18 control of an employer, and includes all the time the employee is suffered or permitted to work,
19 whether or not required to do so, and in the case of an employee who is required to reside on the
20 employment premises, that time spent carrying out assigned duties shall be counted as hours
21 worked.

22 47. At all relevant times, Labor Code §1197 provides that the minimum wage for
23 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
24 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
25 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
26 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
27 and Aggrieved Employees' employment by Defendant provided that employees working for more
28 than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime

1 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
2 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
3 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
4 regular rate of pay.

5 48. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
6 acting individually as an officer, agent, or employee of another person, who pays or causes to be
7 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
8 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
9 damages payable to the employee, and any applicable penalties pursuant to Section 203.

10 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
11 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
12 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
13 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
14 seventh day of work in a particular work week.

15 50. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
16 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
17 11000, et. seq. and the Labor Code.

18 51. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in
19 excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock
20 work performed as discussed above which resulted in a disproportionate underpayment of
21 minimum and overtime wages.

22 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

23 52. Pursuant to Labor Code §512, no employer shall employ an employee for a work
24 period of more than five (5) hours without providing a meal break of not less than thirty (30)
25 minutes in which the employee is relieved of all of his or her duties. An employer may not
26 employ an employee for a work period of more than ten (10) hours per day without providing the
27 employee with a second meal period of not less than thirty (30) minutes, except that if the total
28 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual

1 consent of the employer and the employee only if the first meal period was not waived.

2 53. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
3 employment by Defendant, in order for an "on duty" meal period to be permissible, the nature of
4 the work of the employee must prevent an employee from being relieved of all duties relating to
5 his or her work for the employer and the employees must consent in writing to the "on duty" meal
6 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
7 to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved
8 Employees was not such that they were prevented from being relieved of all duties. Despite the
9 requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees'
10 employment by Defendant and Labor Code §512 and §226.7, Defendant did not provide Plaintiff
11 and Aggrieved Employees with all their statutorily authorized meal periods.

12 54. For the four (4) years preceding the filing of this lawsuit, Defendant failed to
13 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
14 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
15 Employees' employment by Defendant. As a proximate result of the aforementioned violations,
16 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
17 at time of trial.

18 55. By their failure to provide a compliant meal period for each shift worked over five
19 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
20 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
21 compensation in lieu of such non-provided meal periods, as alleged above, Defendant violated the
22 provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

23 56. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
24 voluntarily or willfully waive meal periods and were regularly required to work shifts without
25 being provided all of their legally required meal periods. Defendant created a working
26 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
27 periods due to shift scheduling and/or work related demands placed upon them by Defendant as
28 well as a lack of sufficient staffing to meet the needs of Defendant's business as discussed above.

1 On information and belief, Defendant's implemented a policy and practice which resulted in
2 systematic and companywide violations of the Labor Code. On information and belief,
3 Defendant's violations have been widespread throughout the liability period and will be evidenced
4 by Defendant's time records for the Aggrieved Employees.

5 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

6 57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
7 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
8 periods, which insofar as practicable shall be in the middle of each work period.... [The]
9 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
10 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
11 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
12 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
13 mandated by an applicable order of the IWC.

14 58. Defendant were required to authorize and permit employees such as Plaintiff and
15 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
16 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
17 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
18 Employees' employment by Defendant, Defendant failed and refused to authorize and permit
19 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
20 worked, or major fraction thereof.

21 59. On information and belief Defendant created a working environment in which
22 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
23 scheduling and/or work related demands placed upon them by Defendant as well as a lack of
24 sufficient staffing to meet the needs of Defendant's business as discussed above. On information
25 and belief, Defendant implemented a policy and practice which resulted in systematic and
26 companywide violations of the Labor Code. On information and belief, Defendant's violations
27 have been widespread throughout the liability period.

28 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

1 60. Section 226(a) of the California Labor Code requires Defendant to itemize in wage
2 statements all deductions from payment of wages and to accurately report total hours worked by
3 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses
4 among other things. Defendant have knowingly and intentionally failed to comply with Labor
5 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
6 Employees.

7 61. IWC Wage Orders require Defendant to maintain time records showing, among
8 others, when the employee begins and ends each work period, meal periods, split shift intervals
9 and total daily hours worked in an itemized wage statement, and must show all deductions and
10 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
11 Aggrieved Employees. On information and belief, Defendant have failed to record all or some of
12 the items delineated in Industrial Wage Orders and Labor Code §226.

13 62. Defendant have failed to accurately record all time worked.

14 63. Defendant have also failed to accurately record the meal and rest period premiums
15 owed and all wages owed per pay period.

16 64. Plaintiff and Aggrieved Employees have been injured as they were unable to
17 determine whether they had been paid correctly for all hours worked per pay period among other
18 things.

19 65. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
20 entitled up to a maximum of \$4,000 each for record keeping violations.

21 66. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

27 67. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved
28 Employees for necessary expenditures incurred in direct consequences of the discharge of his or

1 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
2 Employees, were not adequately reimbursed by Defendant for expenses related to tool usage as
3 described above, which were incurred as a direct consequence of the discharge of duties by
4 Plaintiff and Aggrieved Employees. Despite these realities of the job, Defendant failed to provide
5 reimbursements.

6 68. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
7 implied, made by any employee to waive the benefits of this article or any part thereof is null and
8 void, and this article shall not deprive any employee or his or her personal representative of any
9 right or remedy to which he is entitled under the laws of this State.”

10 **FAILURE TO TIMELY PAY WAGES DURING LABOR CODE § 201.3**

11 69. Pursuant to Labor Code section 201.3 (4)(b)(1)(A) “Except as provided in
12 paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to
13 work for a client, that employee's wages are due and payable no less frequently than weekly,
14 regardless of when the assignment ends, and wages for work performed during any calendar week
15 shall be due and payable not later than the regular payday of the following calendar week. A
16 temporary services employer shall be deemed to have timely paid wages upon completion of an
17 assignment if wages are paid in compliance with this subdivision.”

18 70. Pursuant to Labor Code section 201.3 (4)(B) “Except as provided in paragraphs (2)
19 to (5), inclusive, if an employee of a temporary services employer in the security services industry
20 is a security guard who is registered pursuant to Chapter 11.5 (commencing with Section 7580) of
21 Division 3 of the Business and Professions Code, is employed by a private patrol operator licensed
22 pursuant to that chapter, and is assigned to work for a client, that employee's wages are due and
23 payable no less frequently than weekly, regardless of when the assignment ends, and wages for
24 work performed during any workweek, as defined under Section 500, shall be due and payable not
25 later than the regular payday of the following workweek.”

26 71. Defendant failed to pay Plaintiff and Aggrieved Employees on a weekly basis and
27 instead paid Plaintiff and Aggrieved Employees on a semi-monthly basis in violation of Labor
28 Code section 201.3.

72. As a result, Defendant are liable to Plaintiff and Aggrieved Employees for penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

FAILURE TO MAINTAIN ACCURATE RECORDS

73. Additionally, Defendant have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

PRAYER FOR RELIEF

As a result of Defendant's unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 201.3, 227.3, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: June 15, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff LOURDES CASTRO,
on behalf of the general public as private
attorney general.