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JOSE FERNANDO CORTEZ FUNES on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE FERNANDO CORTEZ FUNES, an individual, on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General, Plaintiff, vs. BARRI MONEY SERVICES, LLC, a limited liability company, and DOES 1-50, inclusive, Defendant.	Case No.: 26STCV33675 **REPRESENTATIVE ACTION COMPLAINT** **Violation of the Private Attorneys General Act of 2004, Cal. Labor Code §2698 *et seq.*** _____

Plaintiff JOSE FERNANDO CORTEZ FUNES brings this PAGA representative action complaint on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff JOSE FERNANDO CORTEZ FUNES worked as an hourly, nonexempt employee for Defendant BARRI MONEY SERVICES, LLC and Does 1-50 (collectively "Defendant"). Defendant operates a financial services business. Plaintiff JOSE FERNANDO CORTEZ FUNES is a former employee of Defendant, where he worked from approximately May 6, 2025 to January 16, 2026. Plaintiff held the job title "Sales Associate" during the statutory period. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

2. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of himself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency ("LWDA") as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failure to provide suitable resting facilities/ breakroom; (8) failure to reimburse for required business expenses; (9) failure to provide potable drinking water; and (10) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.,* as described more fully herein.

THE PARTIES

4. Plaintiff JOSE FERNANDO CORTEZ FUNES is a resident of the State of California and is a former employee of Defendant.

5. Defendant BARRI MONEY SERVICES, LLC, is a limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

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

7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars ($35,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

12. This representative action represents over [NUMBER] current and former aggrieved employees.

13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

14. Plaintiff and all current and former hourly, nonexempt employees in California within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq*. (*See* Labor code §2699(c).)

15. Plaintiff was personally subjected to and observed the unlawful wage and hour practices complained of herein. For example, Plaintiff was required to work off the clock, work through meal and rest periods without compensation, received pay stubs that failed to accurately reflect his hours and premium wages, and was not paid final wages upon separation. These violations occurred pursuant to uniform policies implemented by Defendant across its workforce.

16. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.,* IWC Wage Orders)

17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

18. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

19. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time. For example, Plaintiff was required to arrive approximately five minutes before the start of his scheduled shift and wait for the employee from the prior shift to finish closing out his or her workstation before Plaintiff could clock in and begin working. This time was not recorded or compensated.

20. Plaintiff and aggrieved employees were also required to clean the premises after clocking out at the end of their shifts. These post-shift duties usually took an additional ten to fifteen minutes off the clock. Plaintiff and aggrieved employees were also frequently contacted by managers outside of their scheduled work hours regarding work and scheduling matters.

21. Work Performed During Unpaid Meal Periods. As more fully set forth below, Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Plaintiff and fellow aggrieved employees' meal periods were interrupted by Defendant's managers and other employees to discuss work-related matters. For example, even when Plaintiff was able to take his meal period off the premises, his manager often called his cell phone during the meal period to ask work-related questions, and Plaintiff was required to respond to these calls during unpaid meal periods.

22. Plaintiff and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

24. Defendant was required to pay Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

25. Defendant failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

26. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)

27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

28. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

29. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a result of Defendant's practices described above. Based on Defendant's unlawful conduct described herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq*.)

30. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

31. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

32. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

34. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes…" Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal… period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

35. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor

Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

36. Plaintiff and fellow aggrieved employees frequently experienced late, short, and/or interrupted meal periods. For example, Plaintiff's meal periods often began after the fifth hour of his shift and were interrupted by calls from his manager regarding work-related matters.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

38. Defendant failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

39. Plaintiff reports that employees missed rest periods approximately two to three times per week as a result of Defendant's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

40. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate

what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp., Inc*., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

41. Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

42. Plaintiff and fellow aggrieved employees' rest breaks were interrupted or missed due to Defendant's staffing practices. Because often only one employee worked each shift, the employee was required to assist and interact with customers during rest breaks.

43. Legally Compliant Bathrooms. California Labor Code §2350 requires employers to provides that "[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees." Defendant violated §2350 by failing to provide bathrooms for employees. Defendant further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. The failure to provide compliant bathrooms in the workplace as required resulted in noncompliant rest breaks under this section. Defendant did not provide a restroom on the premises at Plaintiff's location. Because often only one employee worked each shift, employees were required to secure and lock the workplace before leaving to use alternative restroom facilities, such as those at nearby restaurants. The round trip to and from these restroom facilities took approximately twenty minutes. Employees were therefore discouraged from taking rest breaks or were required to use their rest breaks to use the restroom.

Failure to Provide Suitable Resting Facilities/Breakroom

(Cal. Labor Code §§ 226.7, 1198, 2698 et seq)

44. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

45. Defendant could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Defendant's premises which are not designated or reserved for rest, such as their personal vehicles.

46. Defendant did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Defendant's failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

47. Plaintiff and aggrieved employees were forced to take their breaks in their personal vehicles or inside the facility, where they were routinely interrupted by customers.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 et seq.)

48. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 et seq.

49. Plaintiff and aggrieved employees were required to use their personal cell phones for work-related communications, but Defendant did not reimburse them for the expense of their personal cell phone use. Employees were also required to purchase their own cleaning supplies.

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441)

50. California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge." 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

51. Defendant's workplace lacked a water dispenser and cups, requiring Plaintiff and aggrieved employees to bring their own drinking water. This violation also contributed to noncompliant meal and rest breaks, as employees were denied resources necessary to take compliant breaks.

52. Pursuant to §2441, "Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment." Pursuant to Cal. Labor Code §6712, "any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty…of not less than seven hundred fifty dollars ($750) for each violation."

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 2699 *et seq.)*

53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

54. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

55. The statements provided to Plaintiff and aggrieved employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay

for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

56. §226 (a) requires:

> A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…

57. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

58. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act ("PAGA")

(California Labor Code §2698 *et seq.*)

59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

60. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

61. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.,* IWC Wage Orders);

b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 et seq.);

c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.);

d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203, 227.3 and 2698 et seq.)

e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order);

f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders);

g. Failure to Provide Suitable Resting Facilities/ Breakroom (Cal. Labor Code §§ 226.7, 1198, 2698 et seq.);

h. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2698 et seq.);

i. Failure to Provide Potable Drinking Water (Cal. Labor Code §2441);

j. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars ($250) per aggrieved employee for the first violation, and one thousand dollars ($1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

64. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars ($50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars ($100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

66. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

67. At the time of each violation, Defendant employed one or more employees.

68. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;

2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;

3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

4. Pre-judgement and post-judgement interest as provided by law; and

5. Such other and further relief that the Court may deem just and proper.

DATED: October 26, 2026

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff JOSE FERNANDO CORTEZ FUNES, and all aggrieved employees

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August 20, 2026

Via E-filing:
California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Barri Money Services
10777 Westheimer Road, Suite 1040
Houston, TX 77042

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Jose Fernando Cortez Funes
Employer(s): Barri Money Services, LLC

Dear Sir or Madam:

Jose Fernando Cortez Funes ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Barri Money Services, LLC (hereafter "Employer").

Employer operates a financial services business. Claimant worked for Employer from May 6, 2025 to January 16, 2026, as a sales associate at Employer's Los Angeles location. Claimant worked as an hourly, nonexempt employee earning approximately $17.87 per hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the

Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.,* IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time.

Claimant and aggrieved employees were required to arrive approximately five minutes before the start of their scheduled shifts and wait for the employee from the prior shift to finish closing their workstation before they could clock in and begin working. This time was not recorded or compensated.

Employees were also required to clean the premises after clocking out for their shift. These post shift duties usually took an additional 10 to 15 minutes off-the-clock. Employees were also frequently contacted by managers outside of scheduled work hours regarding work and scheduling matters.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and fellow aggrieved employees' meal periods were interrupted by Employer's managers and other employees to discuss work-related matters. For example, even when Claimant was able to take his meal breaks off the premises, his manager often called his cell phone during these breaks to ask work-related questions. Claimant was required to respond to these calls during unpaid meal periods.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes…" Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal… period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Claimant and Claimant's coworkers frequently experienced late, short, and/or interrupted meal periods. For example, Claimant's meal breaks were often after the fifth hour of his shift and interrupted by calls from his manager regarding work-related matters.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees missed rest periods approximately two to three times per week as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts. Employees used an "on break" sign during their rest breaks; however, customers would still approach the service window during these periods. Because only one employee often worked during each shift, the employee was required to assist and interact with customers during their rest breaks.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp., Inc*., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Legally Compliant Bathrooms

California Labor Code §2350 requires employers to provides that "[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees." Employer violated §2350 by failing to provide bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. The failure to provide complaint bathrooms in the workplace as required resulted in noncompliant rest breaks under this section.

Employer did not provide a restroom on the premises. Because only one employee worked each shift, employees were required to secure and lock the workplace before leaving to use alternative restroom facilities, such as nearby restaurants. The round trip to and from the restroom facilities took approximately twenty minutes. Employees were therefore discouraged from taking rest breaks or required to use rest breaks to use the restroom due to the lack of facilities in many locations.

Employer's failure to provide legally required rest facilities, potable water, and clean and sanitary working conditions further contributed to Employer's failure to provide compliant rest breaks.

Failure to Provide Suitable Resting Facilities/Breakroom

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of Employer's premises which are not designated or reserved for rest, such as their personal vehicles.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods, resulting in Employees taking breaks in their vehicles, or inside the facility where they were routinely interrupted by customers. Employer's failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq*.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employer did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Employees were also required to purchase their own disinfecting spray due to the presence of dead rats on the premises, which caused a foul odor. Despite Claimant's complaints regarding the rodent problem, the issue

remained unresolved and he had no choice but to purchase supplies necessary to make his workplace safe and healthful.

Failure to Provide Potable Drinking Water
(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge."8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

The workplace lacked a water dispenser and cups, requiring employees to bring their own drinking water. This violation also contributed to noncompliant meal and rest breaks as employees were denied resources necessary for human health.

Pursuant to §2441, "Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment." Pursuant to Cal. Labor Code §6712, "any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty…of not less than seven hundred fifty dollars ($750) for each violation."

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

> (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant