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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

06/03/2026
Clerk of the Court
BY: ERNALYN BURA
Deputy Clerk

7 Attorneys for Plaintiff GIOVANA EVELYN RIVEROS CASTRO

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN FRANCISCO

CGC-26-637692

10 UNLIMITED JURISDICTION

11 GIOVANA EVELYN RIVEROS CASTRO,
on behalf of herself and all other aggrieved
12 employees, and the general public,

13 *Plaintiff,*

14 v.

15 UNIFI AVIATION, LLC, a Delaware Limited
Liability Company; DELTA AIR LINES,
16 INC., a Delaware Stock Corporation; and
DOES 1 through 50, inclusive,

17 *Defendants.*
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Case No.

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff GIOVANA EVELYN RIVEROS CASTRO (“Plaintiff”), on behalf of herself and
2 all other aggrieved employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants UNIFI AVIATION,
5 LLC, a Delaware Limited Liability Company; DELTA AIR LINES, INC., a Delaware Stock
6 Corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
7 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to pay them overtime wages at the correct rate;

14 (6) failed to provide them with accurate written wage statements; and

15 (7) failed to pay them all of their final wages following separation of employment.

16 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
17 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
18 other aggrieved employees, and the State of California.

19 **JURISDICTION AND VENUE**

20 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
21 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
22 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

23 3. Venue is proper in COUNTY OF SAN FRANCISCO pursuant to Code of Civil
24 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
25 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
26 maintains offices, transacts business, and/or has an agent therein.

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28 ///

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant UNIFI
5 AVIATION, LLC is, and at all relevant times mentioned herein, a Delaware Limited Liability
6 Company doing business in the State of California.

7 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant DELTA
8 AIR LINES, INC. is, and at all relevant times mentioned herein, a Delaware Stock Corporation
9 doing business in the State of California.

10 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
11 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
12 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
13 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
14 fictitiously named defendants are responsible in some manner for the occurrences, acts and
15 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
16 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
17 capacities of the DOE defendants when ascertained.

18 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
19 mentioned herein, some or all of the defendants were the representatives, agents, employees,
20 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
21 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
22 and scope of such relationship and with the full knowledge, consent, and ratification by such other
23 defendants.

24 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 9. Plaintiff worked for Defendants as an hourly, non-exempt employee from
26 approximately September 11, 2024, through December 11, 2025.

1 **Off-the-Clock Work**

2 10. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
3 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
4 the-clock work.

5 11. Plaintiff and the aggrieved employees regularly started work before their scheduled
6 work hours and were not paid for this time. Plaintiff and the aggrieved employees were required to
7 undergo occasional security checks before clocking in. Defendants also failed to pay Plaintiff and
8 the aggrieved employees for time spent waiting in line to access time clocks before being able to
9 clock in for their shifts. This process could take as long as five to ten minutes per day.

10 12. As a result of performing off-the-clock work that was directed, permitted, or
11 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
12 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
13 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
14 of the time spent working off-the-clock.

15 13. Defendants knew or should have known that Plaintiff and the aggrieved employees
16 were performing work before their scheduled work shifts and failed to pay Plaintiff and the
17 aggrieved employees for these hours.

18 14. Defendants were aware of this practice and directed, permitted, or otherwise
19 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

20 15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
21 employees were not paid for all hours worked.

22 **Missed Meal Periods**

23 16. Plaintiff and the aggrieved employees were not provided with meal periods of at
24 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
25 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
26 shift with not enough workers; (3) imposing so much work on each employee such that it made it
27 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
28

1 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
2 meal and rest periods.

3 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
4 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
5 (5) hours worked due to complying with Defendants' productivity requirements that required
6 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
7 assignments on time.

8 **Missed Rest Periods**

9 18. Plaintiff and the aggrieved employees were not provided with rest periods of at least
10 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
11 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
12 understaffing each work shift with not enough workers; (3) imposing so much work on each
13 employee such that it made it unlikely that an employee would be able to take their breaks if they
14 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
15 encouraged employees to take their meal and rest periods.

16 19. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
17 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
18 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
19 and the aggrieved employees to work through their rest periods in order to complete their
20 assignments on time.

21 **Wage Statements**

22 20. Plaintiff and the aggrieved employees were not provided with accurate wage
23 statements as mandated by law pursuant to Labor Code § 226.

24 21. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
25 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
26 clock" work were not included.

22. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

23. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

24. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

25. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

27. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

28. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

29. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

1 30. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
2 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
3 512, 1194, 1197, and 1198:

- 4 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, and 1198,
5 one hundred dollars (\$100) for each employee per pay period for each initial
6 violation and two hundred dollars (\$200) for each employee per pay period
7 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);
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- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: May 28, 2026

SETAREH LAW GROUP

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13 */s/ Shaun Setareh*

14 _____
15 SHAUN SETAREH
16 BRADLEY FAGNANI
17 VICTORIA MAS
18 Attorneys for Plaintiff

19 GIOVANA EVELYN RIVEROS CASTRO
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1 Plaintiff GIOVANA EVELYN RIVEROS CASTRO (“Plaintiff”), on behalf of herself and
2 all other aggrieved employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

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5 LLC, a Delaware Limited Liability Company; DELTA AIR LINES, INC., a Delaware Stock
6 Corporation; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
7 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

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9 periods;

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16 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
17 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
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20 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
21 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
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24 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
25 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
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1 **PARTIES**

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18 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
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21 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
22 and scope of such relationship and with the full knowledge, consent, and ratification by such other
23 defendants.

24 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 9. Plaintiff worked for Defendants as an hourly, non-exempt employee from
26 approximately September 11, 2024, through December 11, 2025.

1 **Off-the-Clock Work**

2 10. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
3 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
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5 11. Plaintiff and the aggrieved employees regularly started work before their scheduled
6 work hours and were not paid for this time. Plaintiff and the aggrieved employees were required to
7 undergo occasional security checks before clocking in. Defendants also failed to pay Plaintiff and
8 the aggrieved employees for time spent waiting in line to access time clocks before being able to
9 clock in for their shifts. This process could take as long as five to ten minutes per day.

10 12. As a result of performing off-the-clock work that was directed, permitted, or
11 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
12 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
13 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
14 of the time spent working off-the-clock.

15 13. Defendants knew or should have known that Plaintiff and the aggrieved employees
16 were performing work before their scheduled work shifts and failed to pay Plaintiff and the
17 aggrieved employees for these hours.

18 14. Defendants were aware of this practice and directed, permitted, or otherwise
19 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

20 15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
21 employees were not paid for all hours worked.

22 **Missed Meal Periods**

23 16. Plaintiff and the aggrieved employees were not provided with meal periods of at
24 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
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26 shift with not enough workers; (3) imposing so much work on each employee such that it made it
27 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
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1 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
2 meal and rest periods.

3 17. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
4 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
5 (5) hours worked due to complying with Defendants' productivity requirements that required
6 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
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11 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
12 understaffing each work shift with not enough workers; (3) imposing so much work on each
13 employee such that it made it unlikely that an employee would be able to take their breaks if they
14 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
15 encouraged employees to take their meal and rest periods.

16 19. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
17 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
18 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
19 and the aggrieved employees to work through their rest periods in order to complete their
20 assignments on time.

21 **Wage Statements**

22 20. Plaintiff and the aggrieved employees were not provided with accurate wage
23 statements as mandated by law pursuant to Labor Code § 226.

24 21. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
25 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
26 clock" work were not included.

22. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

23. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

24. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

25. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

27. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

28. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

29. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

1 30. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
2 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
3 512, 1194, 1197, and 1198:

- 4 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, and 1198,
5 one hundred dollars (\$100) for each employee per pay period for each initial
6 violation and two hundred dollars (\$200) for each employee per pay period
7 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);
- 28

- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
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11 Dated: May 28, 2026

SETAREH LAW GROUP

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13 */s/ Shaun Setareh*

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17 VICTORIA MAS
18 Attorneys for Plaintiff

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