

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

STRICE INDUSTRIES, INC.; and DOES 1 to 25, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ALEXIS TORRA, on behalf of himself and all others similarly situated, and the general public, and as an "Aggrieved Employee" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
E-FILED
5/29/2025 5:38 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV467027
Reviewed By: M. Bui
Envelope: 19533352

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): County of Santa Clara

Downtown Superior Court, 191 N. First Street, San Jose, CA 95113

CASE NUMBER: (Número del Caso):
25CV467027

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Maralle Messrelian, Esq., MM Law, APC, 500 N. Brand Blvd., Ste 2000, Glendale, CA 91203; 818-810-7747

DATE:

(Fecha)

5/29/2025 5:38 PM

Clerk of Court

Clerk, by

(Secretario)

M. Bui

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
ALEXIS TORRA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

ALEXIS TORRA, on behalf of himself and all
others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

STRICE INDUSTRIES, INC.; and DOES 1 to
25, inclusive,

Defendant(s).

Case No.: 25CV467027

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab Code §§ 2698, et seq.); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, ALEXIS TORRA (hereafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against STRICE
7 INDUSTRIES, INC. and DOES 1 to 25, inclusive (“STRICE” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages during and upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
22 this class and representative action.

23 **II. THE PARTIES**

24 3. Plaintiff ALEXIS TORRA is a resident of California. At all relevant times,
25 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations
26 Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code Section
27 2699(c)

28 4. At all times mentioned herein, Defendant Strice Industries, Inc. is and was a

1 California corporation, with its principal place of business at 2370 Walsh Ave., Suite C, Santa
2 Clara, CA 95051, and which employed Plaintiff. As such, it is a citizen of California based on
3 Plaintiff's information and belief.

4 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
13 and scope of such agency or employment, and with the approval and ratification of each of the
14 other Defendants.

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
22 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendant
3 employed in California as hourly, non-exempt employees, at any time during the period
4 beginning four years prior to the filing of this action and ending on the date that final judgment
5 is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendant failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendant failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendant failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendant failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendant knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendant willfully failed to provide the class with timely
28 wages during and upon termination of employment;

1 G. Whether Defendant engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendant may have acquired from them through alleged Labor Code violations.

5 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
7 practice, or lack thereof, which resulted in Defendant failing to comply with the California
8 Labor Code, the Wage Order, and the Business and Professions Code.

9 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
10 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
11 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
12 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
13 interests of Class Members.

14 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
15 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
16 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
17 on behalf of Plaintiff and absent Class Members.

18 17. **Superiority:** A class action is vastly superior to other available means for fair
19 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
20 the Court. Class action treatment will allow a number of similarly situated persons to
21 simultaneously and efficiently prosecute their common claims in a single forum without the
22 unnecessary duplication of effort and expense that numerous individual actions would entail.
23 In addition, the monetary amounts due to many individual Class Members are likely to be
24 relatively small and would thus make it difficult, if not impossible, for individual Class
25 Members to both seek and obtain relief. Moreover, a class action will serve an important
26 public interest by permitting Class Members to effectively pursue the recovery of monies
27 owed to them. Further, a class action will prevent the potential for inconsistent or
28 contradictory judgments inherent in individual litigation.

1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “all persons employed in the public housekeeping
3 industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The
4 Wage Order defines “Public Housekeeping Industry” to mean any industry, business, or
5 establishment which provides meals, housing, or maintenance services whether operated as a
6 primary business or when incidental to other operations in an establishment not covered by an
7 industry order of the Commission, and includes, but is not limited to “Restaurants” and
8 “Hotels”. Wage Order, § 2(P). At all relevant times during the applicable limitations period,
9 the Defendant, Plaintiff, and all of the Class Members were covered by the Wage Order
10 because Plaintiff, and all of the Class Members worked for one or more hotels or restaurants.
11 Accordingly, Plaintiff and the Class Members are entitled to the protections provided under
12 the Wage Order.

13 19. STRICE began to employ Plaintiff in or around May 2024 to work as a chef at
14 Porta Blu restaurant located inside the Hotel Nia located at 200 Independence Dr, Menlo Park,
15 CA 94025.

16 20. At all relevant times, STRICE classified Plaintiff and all of the other Class
17 Members as non-exempt employees entitled to the protections of the Labor Code and the
18 Wage Order. Plaintiff generally worked four to five days a week, from approximately
19 1:30/2:30 p.m. to 9:30/10:30 p.m. Plaintiff’s latest rate of pay was approximately \$23.00 per
20 hour.

21 21. STRICE failed to pay Plaintiff and other Class Members for all time worked or
22 subject to its control. To the extent that Plaintiff and others worked through their meal periods
23 while “off the clock”, they were not compensated for all hours worked, which would be akin
24 to a minimum wage violation.

25 22. Due to the above “off the clock” violations, STRICE failed to pay Plaintiff and
26 the Class Members properly-calculated overtime wages. The Class Members’ actual work
27 hours, which included the “off the clock” work as described above, entitled them to overtime,
28 however, it was not company policy to keep accurate track of all hours worked and to pay

1 employees the accurate amount of overtime, especially since the “off the clock” work was not
2 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
3 not factored into employees’ regular rate of pay for purposes of deciphering the correct
4 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
5 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021)
6 11 Cal. 5th 858, 863.

7 23. STRICE failed to provide all compliant meal periods and authorize and permit
8 all compliant rest periods to which Plaintiff and the other Class Members were entitled.
9 Plaintiff and other Class Members were entitled to take off-duty, uninterrupted 30-minute
10 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
11 periods for every four hours or major fraction thereof worked. During his employment,
12 Plaintiff never took rest breaks and management did not allow Plaintiff to take rest breaks.
13 Three days per week Plaintiff worked alone on the salad bar line or the grill bar in the kitchen.
14 Since there were no “breaker” employees to cover for Plaintiff, Plaintiff would not be able to
15 take his breaks and when Tora tried to take a rest break, the chef would get mad. Moreover,
16 Plaintiff and the Class Members did not always receive timely and uninterrupted meal periods.
17 During Plaintiff’s employment, management, including Executive Chef “Chad”, among
18 others, would instruct Plaintiff not to take a meal break due to the press of business. Moreover,
19 when Plaintiff and other Class Members would be clocked out for a meal period, management
20 would interrupt them with requests for assistance or questions about work related matters.
21 Plaintiff complained to Rosa (last name unknown) from the Human Resources department
22 about not being authorized to take meal breaks even though he had worked 8 hours. in person.
23 Plaintiff asked if he was going to get paid for his meal break and Rosa said that they couldn't
24 pay him if he didn't take it and that “it wasn't their problem.” On information and belief,
25 STRICE did not provide premium wages for these meal and rest break violations; if STRICE
26 did provide premium wages, they were not paid at the correct rate, as explained above.

27 24. STRICE failed to reimburse Plaintiff and the other Class Members for business
28 expenses they incurred in direct consequence of the discharge of their duties. During his

1 employment, Plaintiff purchased knives (as instructed by Executive chef Chad) and anti-slip
2 shoes. Management also contacted Plaintiff on his personal mobile phone regarding work
3 matters and scheduling. However, STRICE did not provide Plaintiff and the Class Members
4 with these kitchen tools and uniform items, and did not reimburse Plaintiff or the other
5 employees for these tools, uniform, and mobile phone expenses. Accordingly, STRICE was in
6 violation of California Labor Code sections 2800 and 2802.

7 25. STRICE failed to pay its employees all wages due to them within any time
8 period specified by California Labor Code section 204, including the minimum wages and
9 overtime as described above as well as meal/rest break premiums. STRICE did not provide
10 Plaintiff and other Class Members accurate, itemized wage statements. Wage statements must
11 include, among other things, total hours worked by the employee. Labor Code § 226(a)(2).
12 STRICE issued wage statements that inaccurately reflected total hours worked, gross and net
13 wages earned, and the number of hours worked at each hourly rate because of STRICE's
14 failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).
15 STRICE' failure to maintain accurate records as to the hours worked daily by employees also
16 constitutes a violation of Labor Code section 1174(d).

17 26. Finally, because STRICE did not properly pay all wages earned as explained
18 herein, STRICE also failed to pay final wages owed to Plaintiff and other Class Members in
19 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
20 and compensation for all hours worked, overtime compensation, premium pay for missed meal
21 and rest breaks, and business expense reimbursement, among others.

22 27. STRICE failed to provide paid sick leave to Plaintiff and all of the other Class
23 Members. STRICE failed to provide Plaintiff and all of the other Class Members with
24 statements of sick leave available, or paid time off in lieu of sick leave.

25 28. STRICE has also violated Labor Code section 558 and engaged in business
26 practices which violate Business and Professions Code Section 17200.

27 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
28 unlawful practices and policies, Plaintiff and the Class Members were:

- 1 A. Not provided with all off duty meal periods;
- 2 B. Not authorized and permitted to take all rest break periods;
- 3 C. Not paid one hour's pay for each workday in which Defendant failed to
- 4 authorize and permit them to take one or more timely rest periods;
- 5 D. Not paid one hour's pay for each workday in which Defendant failed to
- 6 provide them with one or more timely meal periods;
- 7 E. Not paid all wages earned, including, but not limited to, minimum,
- 8 regular, overtime, and doubletime wages for work performed while clocked out;
- 9 F. Not indemnified for all necessary business expenditures incurred during
- 10 the discharge of their duties;
- 11 G. Not provided with accurate and complete wage statements; and
- 12 H. Not timely paid all earned and unpaid wages during employment and at
- 13 the time their employment ended.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

16 **AT THE CORRECT RATES OF PAY**

17 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

18 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

19 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

20 31. At all relevant times, Plaintiff and the Class Members have been employees of

21 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,

22 1197, and 1198, and the Wage Order.

23 32. Section 2(K) of the Wage Order defines “hours worked” as “the time during

24 which an employee is subject to the control of an employer, and includes all the time the

25 employee is suffered or permitted to work, whether or not required to do so.”

26 33. Section 3 of the Wage Order states:

27 **(A) Daily Overtime - General Provisions**

28 (1) The following overtime provisions are applicable to
employees 18 years of age or over and to employees 16 or

1 17 years of age who are not required by law to attend
2 school and are not otherwise prohibited by law from
3 engaging in the subject work. Such employees shall not
4 be employed more than eight (8) hours in any workday or
5 more than 40 hours in any workweek unless the employee
6 receives one and one-half (1 ½) times such employee's
7 regular rate of pay for all hours worked over 40 hours in
8 the workweek. Eight (8) hours of labor constitutes a day's
9 work. Employment beyond eight (8) hours in any
10 workday or more than six (6) days in any workweek is
11 permissible provided the employee is compensated for
12 such overtime at not less than:

13 (a) One and one-half (1 ½) times the employee's
14 regular rate of pay for all hours worked in excess
15 of eight (8) hours up to and including 12 hours in
16 any workday, and for the first eight (8) hours
17 worked on the seventh (7th) consecutive day of
18 work in a workweek.

19 (b) Double the employee's regular rate of pay for
20 all hours worked in excess of 12 hours in any
21 workday and for all hours worked in excess of
22 eight (8) hours on the seventh (7th) consecutive
23 day of work in a workweek.

24 (c) The overtime rate of compensation required to
25 be paid to a nonexempt full-time salaried
26 employee shall be computed by using the
27 employee's regular hourly salary as one-fortieth
28 (1/40) of the employee's weekly salary.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

35. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular

1 rate of pay of an employee. Nothing in this section requires an employer to
2 combine more than one rate of overtime compensation in order to calculate the
amount to be paid to an employee for any hour of overtime work.

3 36. California Labor Code § 1194 invalidates any agreement between an employer
4 and an employee to work for less than the minimum wage required under the applicable Wage
5 Order.

6 37. California Labor Code § 1197 makes it unlawful for an employer to pay an
7 employee less than the minimum wage required under the applicable Wage Order for all hours
8 worked during a payroll period.

9 38. California Labor Code § 1198 makes it unlawful for an employer to employ an
10 employee under conditions that violate the Wage Order.

11 39. In conjunction, these provisions of the California Labor Code require employers
12 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
13 for all hours worked, including unrecorded hours when the employer knew or reasonably should
14 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
15 *Co.* (2000) 22 Cal.4th 575, 585.)

16 40. With respect to overtime wages, the regular rate of pay under California law
17 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
18 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
19 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
20 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
21 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
22 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

23 41. As described above, at all relevant times during the applicable limitations
24 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
25 including, but not limited to minimum, regular, overtime and doubletime wages for all
26 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
27 correct rates of pay.

28 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant's
2 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
3 rates of pay as required by California law.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST BREAKS**

6 **(Lab. Code §§ 226.7 and 1198)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 44. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendant and entitled to the benefits and protections
11 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

12 45. In relevant part, Labor Code § 1198 states,

13 "The maximum hours of work and the standard conditions of labor
14 fixed by the commission shall be the maximum hours of work and the
15 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

16 46. In relevant part, Section 12 of the Wage Order states:

17 **Rest Periods:**

18 (A) Every employer shall authorize and permit all employees
19 to take rest periods, which insofar as practicable shall be in the
20 middle of each work period. The authorized rest period time
21 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
22 thereof. However, a rest period need not be authorized for
23 employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

24 (B) If an employer fails to provide an employee a rest period
25 in accordance with the applicable provisions of this Order, the
26 employer shall pay the employee one (1) hour of pay at the
27 employee's regular rate of compensation for each work day that
the rest period is not provided.

28 47. In addition, Labor Code Section 226.7 states

1 (b) An employer shall not require an employee to work during a
2 meal or rest or recovery period mandated pursuant to an applicable
3 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

4 (c) If an employer fails to provide an employee a meal or rest or
5 recovery period in accordance with a state law, including, but not
6 limited to, an applicable statute or applicable regulation, standard, or
7 order of the Industrial Welfare Commission, the Occupational Safety
8 and Health Standards Board, or the Division of Occupational Safety and
Health, the employer shall pay the employee one additional hour of pay
9 at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

10 48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
11 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
12 major fraction thereof.

13 49. Defendant intentionally failed to authorize and permit Plaintiff and the Class
14 Members to take all 10-minute rest periods free from any work duties in accordance with the
15 Wage Order.

16 50. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
17 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
18 wages to Plaintiff and the Class Members for days on which they failed to authorize and
19 permit Plaintiff and the other Class Members to take timely rest periods.

20 51. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
21 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
22 major fraction thereof. Defendant did not seek an exemption from the rest period protections
23 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
24 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
25 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
26 major fraction thereof.

27 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times
28 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy

1 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
2 take all rest breaks required by California law.

3 53. Defendant failed to provide Plaintiff with all required rest breaks in
4 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
5 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
6 lack of a policy which resulted in Defendant not providing the Class Members with all rest
7 breaks required by California law.

8 54. Defendant failed to pay Plaintiff the additional wages required by California
9 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
10 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
11 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
12 providing the Class Members with additional wages for all rest breaks not provided to them as
13 required by California Labor Code § 226.7.

14 55. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
15 have suffered damages in amounts subject to proof to the extent they were not paid additional
16 wages owed for all rest breaks not provided to them.

17 56. By reason of the above, Plaintiff and the Class Members are entitled to
18 premium wages for workdays in which one or more rest breaks were not provided to them
19 pursuant to California Labor Code § 226.7.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(Lab. Code §§ 226.7, 512, and 1198)**

23 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

24 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 58. At all relevant times during the applicable limitations period, Plaintiff and the
26 Class Members have been employees of Defendant and entitled to the benefits and protections
27 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

28 59. In relevant part, Labor Code § 1198 states,

1 “The maximum hours of work and the standard conditions of labor
2 fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees. The employment of any
4 employee for longer hours than those fixed by the order or under
5 conditions of labor prohibited by the order is unlawful.”

6
7
8
9
10
11
12 60. In relevant part, Labor Code Section 512 states

13 “An employer may not employ an employee for a work period of more
14 than five hours per day without providing the employee with a meal
15 period of not less than 30 minutes, except that if the total work period
16 per day of the employee is no more than six hours, the meal period may
17 be waived by mutual consent of both the employer and employee. An
18 employer may not employ an employee for a work period of more than
19 10 hours per day without providing the employee with a second meal
20 period of not less than 30 minutes, except that if the total hours worked
21 is no more than 12 hours, the second meal period may be waived by
22 mutual consent of the employer and the employee only if the first meal
23 period was not waived.”

24
25
26
27
28 61. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more
than five (5) hours without a meal period of not less than 30
minutes, except that when a work period of not more than six (6)
hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

(D) If an employer fails to provide an employee a meal 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 workday that
the meal period is not provided.

62. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to
work during a meal or rest period mandated pursuant to
an applicable statute, or applicable regulation, standard, or
order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including,
but not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare

Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

64. As described above, Defendant intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

65. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy which resulted in Defendant not providing Plaintiff and the Class Members with all timely and off-duty meal periods required by California law.

66. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

67. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 69. At all relevant times, Plaintiff and the Class Members were employees of
2 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
3 2802, and the Wage Order.

4 70. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
5 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
6 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

7
8 (A) When uniforms are required by the employer to be worn by the employee as
9 a condition of employment, such uniforms shall be provided and maintained by
the employer.

10 ...

11 (B) When tools or equipment are required by the employer or are necessary to
12 the performance of a job, such tools and equipment shall be provided and
13 maintained by the employer, except that an employee whose wages are at least
14 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

15 Wage Order, § 9(A) and (B).

16 71. California Labor Code § 1198 prohibits employers from employing their
17 employees under conditions prohibited by the Wage Order.

18 72. As described above, at all relevant times, Defendant required Plaintiff and the
19 Class Members to incur certain business expenses in the course of performing their duties,
20 including but not limited to use of their own kitchen tools, uniform items, and personal mobile
21 phones. However, Defendant did not provide these items and did not reimburse Plaintiff and the
22 Class Members for these business expenses.

23 73. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant’s
25 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
26 during the course of performing their duties.

27 74. Accordingly, with respect to this cause of action, on behalf of himself and the
28 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’

1 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

2 **FIFTH CAUSE OF ACTION**

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

4 **(California Labor Code Section 226)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 76. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
9 itemized statement showing:

10 A. Gross wages earned;

11 B. Total hours worked by the employee, except for any employee whose
12 compensation is solely based on a salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

14 C. The number of piece rate units earned and any applicable piece rate if the
15 employee is paid on a piece-rate basis;

16 D. All deductions, provided that all deductions made on written orders of the
17 Employee may be aggregated and shown as one item;

18 E. Net wages earned;

19 F. The inclusive dates of the period for which the employee is paid;

20 G. The name of the employee and his or her social security number, except
21 that by January 1, 2008, only the last four digits of his or her social security number or an
22 employee identification number other than a social security number may be shown on the
23 itemized statement;

24 H. The name and address of the legal entity that is the employer; and

25 I. All applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 77. Pursuant to California Labor Code § 226, an employee is deemed to suffer
28 injury if the employer fails to provide a wage statement. Also, an employee is deemed to

1 suffer injury if the employer fails to provide accurate and complete information as required by
2 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
3 from the wage statement alone one or more of the following:

4 A. The amount of the gross wages or net wages paid to the employee during
5 the pay period or any of the other information required to be provided on the itemized wage
6 statement pursuant to California Labor Code § 226(a);

7 B. Which deductions the employer made from gross wages to determine the
8 net wages paid to the employee during the pay period;

9 C. The name and address of the employer and, if the employer is a farm
10 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
11 name and address of the legal entity that secured the services of the employer during the pay
12 period;

13 D. The name of the employee and only the last four digits of his or her social
14 security number or an employee identification number other than a social security number; and

15 E. The number of piece-rate units earned and the piece rate.

16 78. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
17 means a reasonable person would be able to readily ascertain the information without
18 reference to other documents or information.

19 79. As alleged herein, at all relevant times during the applicable limitations period,
20 Defendant violated California Labor Code section 226 because it did not properly and
21 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
22 worked, the corresponding number of hours worked at each rate by the employee and other
23 requirements of California Labor Code section 226. Defendant failed to state in the wage
24 statements they issued to Plaintiff and the other Class Members all their hours worked and
25 wages earned, including, but not limited to, regular and overtime wages for work they
26 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
27 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
28 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class

Members that state all overtime wages earned, all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

80. Defendant's failure to provide Plaintiff and the other Class Members with accurate wage statements was knowing and intentional. Defendant had the ability to provide Plaintiff and the other Class Members with accurate wage statements but intentionally provided wage statements that Defendant knew were not accurate.

81. As a result of being provided with inaccurate wage statements by Defendant, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendant's unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendant complied with their obligations under California Labor Code section 226(a).

82. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also entitled to an award of costs and reasonable attorneys' fees.

///

///

///

///

1 90. At all relevant times during the applicable limitations period, Plaintiff and the
2 Class have been employees of Defendant and entitled to the benefits and protections of
3 California Labor Code §§ 201–203, and the Wage Order.

4 91. Labor Code § 201 provides that all earned and unpaid wages of an employee
5 who is discharged are due and payable immediately at the time of discharge.

6 92. Labor Code § 202 provides that all earned and unpaid wages of an employee
7 who quits after providing at least 72-hours notice before quitting are due and payable at the
8 time of quitting and that all earned and unpaid wages of an employee who quits without
9 providing at least 72-hours notice before quitting are due and payable within 72 hours.

10 93. Labor Code § 203 provides that the wages of an employee continue on a daily
11 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
12 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

13 94. Defendant failed to pay Plaintiff and all of the other Class Members whose
14 employment ended all of the earned but unpaid wages described above by the conclusion of
15 their employment with Defendant, including minimum wages, regular wages, overtime wages,
16 unprovided meal period premium wages, and unprovided rest break premium wages.
17 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
18 whose employment ended their final paychecks within the required time periods.

19 95. By failing to pay such earned wages to Plaintiff and the Class Members,
20 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
21 201 or § 202.

22 96. Plaintiff is informed and believes that Defendant’s failures to timely pay
23 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
24 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
25 practices that violate the requirements of the Labor Code and the Wage Order, even though at
26 all relevant times, they have had the ability to comply with those legal requirements.

27 97. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
28 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time

1 penalties for each Class Member.

2 **EIGHTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698, *et seq.*)**

5 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

6 98. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 99. The “Aggrieved Employees” are all members of the Class defined above who
8 Defendant employed during the period beginning January 21, 2024 and ending on the date that
9 final judgment is entered in this action.

10 100. Labor Code section 1174, which also pertains to recordkeeping, states:

11 Every person employing labor in this state shall

12 ...

13 (c) Keep a record showing the names and addresses of all employees employed
14 and the ages of all minors.

15 (d) Keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by
18 and any applicable piece rate paid to, employees employed at the respective
19 plants or establishments. These records shall be kept in accordance with rules
20 established for this purpose by the commission, but in any case shall be kept on
21 file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate
23 basis, piece-rate units earned.

24 101. Defendant failed to compensate Plaintiff and all of the other Aggrieved
25 Employees for all hours worked at the correct rates of pay, including all minimum wages
26 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
27 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
28 net wages earned, and related compensation. As a result, Defendant has failed to accurately

1 maintain all records required by section 1174 and the Wage Order, including but not limited to
2 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
3 applicable hourly rates during each payroll period.

4 102. During the applicable time period, Defendant violated California Labor Code
5 §§ 201, 202, 203, 204, 226, 226.7, 246, 246.5, 510, 512, 558, 1174, 1194, 1197, 1198, and
6 2802.

7 103. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
8 behalf of themselves and other current or former employees, to bring a civil action to recover
9 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

10 104. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
11 Members are entitled to recover civil penalties for each of the Defendant's violations of
12 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 246.5, 510, 512, 558, 1174,
13 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

14 A. For violations of California Labor Code § 204, one hundred dollars
15 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
16 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
17 established by California Labor Code § 210).

18 B. For violations of California Labor Code § 226(a), two hundred fifty
19 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
20 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
21 established by California Labor Code § 226.3).

22 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
23 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
24 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
25 California Labor Code § 558).

26 D. For violations of California Labor Code § 1174, five hundred dollars
27 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
28 California Labor Code § 1174.5).

1 E. For violations of California Labor Code § 1197, one hundred dollars
2 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
3 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
4 per pay period (regardless of whether the initial violations were intentionally committed)
5 (penalty amounts established by California Labor Code § 1197.1).

6 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 246,
7 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
8 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
9 Employee per pay period for each subsequent violation (penalty amounts established by
10 California Labor Code § 2699(f)(2)).

11 105. Plaintiff has complied with the procedures for bringing suit specified in
12 California Labor Code § 2699.3. By letter dated January 21, 2025, Plaintiff filed written notice
13 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
14 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
15 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
16 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
17 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
18 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
19 intend to investigate these allegations.

20 106. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
21 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
22 connection with their claims for civil penalties.

23 **NINTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

26 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

27 107. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 108. At all relevant times during the applicable limitations period, Plaintiff and the

1 Class Members have been employees of Defendant and entitled to the benefits and protections
2 of the Business and Professions Code §§ 17200, *et seq.*

3 109. The unlawful conduct of Defendant alleged herein amounts to and constitutes
4 unfair competition within the meaning of California Business & Professions Code §§ 17200,
5 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
6 unfairly gained a competitive advantage over other comparable companies doing business in
7 California that comply with their legal obligations to compensate employees for all earned
8 wages.

9 110. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
10 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
11 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
12 meal period premium wages, missed rest period premium wages, mobile phone, uniform,
13 kitchen tools, and other expenses, and comparable money and property.

14 111. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
15 Class Members are entitled to restitution of all monies rightfully belonging to them that
16 Defendant did not pay them or otherwise retained by means of their unlawful and unfair
17 business practices.

18 112. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
19 connection with their unfair competition claims pursuant to California Code of Civil
20 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

21 **V. PRAYER FOR RELIEF**

22 113. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
23 for relief and judgment against Defendant as follows:

24 A. An order that the action be certified as a class action with respect to
25 Plaintiff's claims for violations of California law;

26 B. An order that Plaintiff be appointed class representative;

27 C. An order that counsel for Plaintiff be appointed class counsel;
28

1 D. Unpaid wages, including minimum, regular, overtime, double-time, split
2 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
3 time, and reporting time wages;

4 E. Liquidated damages;

5 F. Statutory penalties, including waiting time penalties;

6 G. Civil Penalties

7 H. Restitution;

8 I. Declaratory relief;

9 J. Actual damages;

10 K. Pre-judgment interest;

11 L. Costs of suit;

12 M. Reasonable attorneys' fees; and

13 N. Such other relief as the Court deems just and proper.

14 **VI. DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
16 on all issues so triable.

17
18 Dated: May 22, 2025

MM LAW, APC

19
20 By Maralle Messrelia
21 Maralle Messrelia, Esq.
22 Attorneys for Plaintiff, ALEXIS TORRA,
23 and all others similarly situated
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Maralle Messrelian, Esq. (SBN 316974) MM Law, APC - 500 N. Brand Blvd., Suite 2000, Glendale, CA 91203 TELEPHONE NO.: 818-810-7747 FAX NO.: 818-230-9018 EMAIL ADDRESS: maralle@mmlawapc.com ATTORNEY FOR (Name): Plaintiff Alexis Torra		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 5/29/2025 5:38 PM Reviewed By: M. Bui Case #25CV467027 Envelope: 19533352	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court			
CASE NAME: Alexis Torra v. Strice Industries, Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 25CV467027 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☒ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): Nine (9)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: May 22, 2025

Maralle Messrelian, Esq.

(TYPE OR PRINT NAME)



Maralle Messrelian

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

CIVIL LAWSUIT NOTICE

25CV467027

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER: _____

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): **You must do each of the following to protect your rights:**

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José or at https://www.sccourt.org/self_help/civil/civil_help.shtml.

- State Rules and Judicial Council Forms: <https://www.courts.ca.gov/formsrules.htm>
- Local Rules and Forms: https://www.sccourt.org/forms_filing.shtml and https://www.sccourt.org/court_divisions/civil/civil_rules/civil_rules.shtml

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may have the option, or be required, to appear remotely – see Local Civil Rule 8.

Your Case Management Judge is: Adams, Charles F Department: 07

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 10/02/25 Time: 2:30PM in Department: 07

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 30 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at https://www.sccourt.org/court_divisions/civil/adr/civil_adr.shtml or call the ADR Administrator (408-828-8547) for more information.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.