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ELECTRONICALLY FILED

Superior Court of California

County of Marin

09/22/2025

James M. Kim, Clerk of the Court

By: J. Valencia, Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF MARIN**

12 **(UNLIMITED JURISDICTION)**

13 DIANA IGLESIAS , as an “aggrieved
14 employee” on behalf of other similarly situated
15 “aggrieved employees” under the Labor Code
16 Private Attorneys General Act of 2004,

17 *Plaintiff,*

18 vs.

19 MARIN CITY HEALTH AND WELLNESS
20 CENTER; and DOES 1 to 25, inclusive,

21 *Defendants.*

Case No. CV0007625

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

1 Plaintiff, Diana Iglesias (hereafter “Plaintiff”), complains and alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff brings this representative action under the Labor Code Private Attorneys
4 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
5 Labor Code and Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”),
6 against Defendants MARIN CITY HEALTH AND WELLNESS CENTER, and DOES 1 to 25,
7 inclusive (collectively “MCHWC” or “Defendants”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
9 her, the State of California, and the Aggrieved Employees (defined below), for civil penalties and
10 other related relief. These claims are based on Defendants’ failures to: 1) failed to pay wages for
11 all time worked or subject to MCHWC’s control, including correctly-calculated overtime wages;
12 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3)
13 failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu
14 thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide
15 compliant wage statements; 6) failed to maintain accurate records; 7) failed to provide correctly
16 calculated sick leave/statements of sick leave available; and 8) failed to timely pay all wages owed
17 during and upon separation of employment. Accordingly, Plaintiff now seeks to recover civil
18 penalties and related relief through this representative action.

19 **JURISDICTION AND VENUE**

20 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
21 the County of Marin in this judicial district because Defendants MCHWC and DOES 1 to 25,
22 inclusive do business in the County of Marin and because Defendants’ obligations and liabilities
23 arise therein, and because the work that was performed by Plaintiff and the Aggrieved Employees
24 in the County of Marin is the subject of this action.

25 **THE PARTIES**

26 4. Plaintiff Diana Iglesias is a resident of California.

27 5. Defendant MCHWC is a California corporation that at all relevant times
28 mentioned herein conducted and continues to conduct substantial business in California. As such,

1 it is a citizen of California based on Plaintiff's information and belief.

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

8 7. The "Aggrieved Employees" are all individuals the Defendants have employed or
9 otherwise contracted with as hourly, non-exempt employees, during the period beginning one
10 year before the Plaintiff's notice of February 24, 2025 to the California Labor and Workforce
11 Development Agency ("LWDA") and ending on the date judgment is entered (the "PAGA
12 Period").

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

18 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
19 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
20 of a practice which resulted in Defendants not paying Plaintiff and the other Aggrieved
21 Employees in accordance with applicable California labor laws as alleged herein.

22 10. Plaintiff is informed and believes and thereon alleges that each and every one of
23 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
24 each acting as agents and/or employees, and/or under the direction and control of each of the other
25 defendants, and that said acts and failures to act were within the course and scope of said agency,
26 employment, and/or direction and control.

27 **FACTUAL ALLEGATIONS**

28 11. The Wage Order applies to "all persons employed in professional, technical,

1 clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or
2 other basis[.]” § 1. At all relevant times during the applicable limitations period, MCHWC
3 employed Plaintiff and the Aggrieved Employees to provide its customers with health care
4 services. Accordingly, Plaintiff and the Aggrieved Employees are entitled to the protections
5 afforded by the Wage Order.

6 12. MCHWC first employed Plaintiff to work at its facility located at 100 Phillips Dr.,
7 Sausalito, CA 94965 on or around December 17, 2024. Plaintiff worked for MCHWC until
8 approximately February 10, 2025 when her employment ended. During her employment tenure,
9 Plaintiff’s job title was “Medical Assistant”. During her tenure, Plaintiff was classified as an
10 hourly, non-exempt employee, generally worked Monday-Friday from 8:00 a.m. to 5:00 p.m.,
11 and her latest rate of pay was approximately \$26.00 per hour.

12 13. At all relevant times, MCHWC paid Plaintiff and the other Aggrieved Employees
13 on a bi-weekly basis at an hourly rate of pay. At all relevant times, MCHWC classified Plaintiff
14 and the other Aggrieved Employees as non-exempt employees entitled to the protections of both
15 the Labor Code and the Wage Order.

16 14. MCHWC failed to pay Plaintiff and other Aggrieved Employees for all time
17 worked or subject to its control. To the extent that Plaintiff and others worked during and through
18 their meal periods, they were not paid for that time since they were “off the clock”, which is akin
19 to a minimum wage violation. Furthermore, MCHWC paid Plaintiff and the other Aggrieved
20 Employees based on rounded times, which led to time shaving and Plaintiff and others not being
21 paid for all hours worked.

22 15. Due to the above “off the clock” violations, MCHWC failed to pay Plaintiff and
23 the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees’ actual
24 work hours, which included the “off the clock” work as described above, entitled them to
25 overtime, however, it was not company policy to keep accurate track of all hours worked and to
26 pay employees the accurate amount of overtime, especially since the “off the clock” work was
27 not factored into the equation. Furthermore, any incentive payments and/or bonus payments were
28 not factored into employees’ regular rate of pay for purposes of deciphering the correct overtime

1 rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct
2 meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th
3 858, 863.

4 16. MCHWC failed to provide Plaintiff and the other Aggrieved Employees the
5 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
6 employment, and Plaintiff did not validly waive said meal periods. MCHWC did not completely
7 relieve Plaintiff and the other Aggrieved Employees of all duties during said meal periods.
8 Plaintiff and the Aggrieved Employees did not always receive their meal periods before the 5th
9 hour worked. Plaintiff was required to wait until the physician had finished with all their patients
10 before being allowed to go on her meal break. As such, on several occasions, Plaintiff could not
11 even take a meal break. Moreover, regardless of the time Plaintiff punched out for her meal break,
12 Marin City Health and Wellness management required that Plaintiff be back at work at 1:30 p.m.,
13 even if she was not able to take her meal break due the workload. Moreover, even when Plaintiff
14 and other Aggrieved Employees would be on their lunch break, MCHWC staff, including the
15 physicians, as well as patients, would frequently interrupt them with questions and requests for
16 assistance. On information and belief, MCHWC did not pay premium wages to Plaintiff and the
17 other Aggrieved Employees for these meal period violations; if MCHWC did provide premium
18 wages, they were not paid at the correct rate, as explained above. Furthermore, any argument by
19 MCHWC that the employees signed an “On Duty Meal Period Agreement” would not hold water
20 since the nature of their job did not prevent them from being relieved of all work duties and the
21 company could have hired “floaters” to relieve the different employees for their statutory meal
22 and rest breaks.

23 17. MCHWC failed to provide Plaintiff and the Aggrieved Employees 10-minute rest
24 periods for every four hours of work, or majority portion thereof, throughout their employment.
25 On information and belief, MCHWC management did not authorize Plaintiff and the other
26 employees to take their two 10-minute statutory rest breaks and Plaintiff never took rest breaks
27 throughout her employment. On information and belief, MCHWC did not pay premium wages to
28 Plaintiff and the other Aggrieved Employees for these rest period violations; if MCHWC did

1 provide premium wages, they were not paid at the correct rate, as explained above.

2 18. MCHWC failed to reimburse Plaintiff and the other Aggrieved Employees for
3 business expenses they incurred in direct consequence of the discharge of their duties. These costs
4 include, but are not limited to, use of personal cell phones to clock in and out of their work shifts
5 and to communicate with office staff concerning work matters. Plaintiff also purchased sticky
6 notes to use at work. Accordingly, MCHWC was in violation of California Labor Code sections
7 2800 and 2802.

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

18 20. Moreover, MCHWC failed to provide correctly calculated sick leave wages to
19 Plaintiff and the other Aggrieved Employees and failed to provide Plaintiff and all of the other
20 Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick
21 leave, in violation of Labor Code sections 233 and 246.

22 21. Finally, because MCHWC did not properly pay all wages earned as explained
23 herein, MCHWC also failed to pay final wages owed to Plaintiff and other Aggrieved Employees
24 in violation of Labor Code section 203. These earned but unpaid wages include minimum wages
25 and compensation for all hours worked, overtime compensation, premium pay for missed meal
26 and rest breaks, and business expense reimbursement, among others.

27 22. MCHWC has also violated Labor Code section 558 and engaged in business
28 practices which violate Business and Professions Code Section 17200.

1 23. Accordingly, Plaintiff now seeks civil penalties based on Defendants' alleged
2 violations of the California Labor Code and the Wage Order.

3 **FIRST (AND ONLY) CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698, *et seq.*)**

6 **(Representative cause of action against all Defendants)**

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

8 25. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
9 exempt employees entitled to the protections of both the Labor Code and the Wage Order.

10 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
11 **THE CORRECT RATES OF PAY**

12 26. Section 2(L) of the Wage Order defines "hours worked" as "the time during which
13 an employee is subject to the control of an employer, and includes all the time the employee is
14 suffered or permitted to work, whether or not required to do so."

15 27. Section 3 of the Wage Order states:

16 The following overtime provisions are applicable to employees 18 years of age or
17 over and to employees 16 or 17 years of age who are not required by law to attend
18 school and are not otherwise prohibited by law from engaging in the subject work.
19 Such employees shall not be employed more than eight (8) hours in any workday
20 or more than 40 in a workweek unless the employee receives one and one half
21 (1½) times such employee's regular rate of pay for all hours worked over 40 hours
22 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment
23 beyond eight (8) hours in any workday or more than six (6) days in any workweek
24 is permissible provided the employee is compensated for such overtime at not less
25 than:

- 26 (a) One and one-half (1½) times the employee's regular rate of pay for all
27 hours worked in excess of eight (8) hours up to and including twelve (12)
28 hours in any workday, and for the first eight (8) hours worked on the
seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess
of 12 hours in any workday and for all hours worked in excess of eight (8)
hours on the seventh (7th) consecutive day of work in a workweek.
- (c) The overtime rate of compensation required to be paid to a nonexempt
full-time salaried employee shall be computed by using the employee's
regular hourly salary as one fortieth (1/40) of the employee's weekly
salary.

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

4 29. Labor Code section 510 states:

5 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
6 in one workday and any work in excess of 40 hours in any one workweek and the
7 first eight hours worked on the seventh day of work in any one workweek shall be
8 compensated at the rate of no less than one and one-half times the regular rate of
9 pay for an employee. Any work in excess of 12 hours in one day shall be
10 compensated at the rate of no less than twice the regular rate of pay for an
11 employee. In addition, any work in excess of eight hours on any seventh day of a
12 workweek shall be compensated at the rate of no less than twice the regular rate of
13 pay of an employee. Nothing in this section requires an employer to combine more
14 than one rate of overtime compensation in order to calculate the amount to be paid
15 to an employee for any hour of overtime work.

16 30. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum wage required under the applicable Wage Order.

18 31. Labor Code section 1197 makes it unlawful for an employer to pay an employee
19 less than the minimum wage required under the applicable Wage Order for all hours worked
20 during a payroll period.

21 32. Labor Code section 1198 makes it unlawful for an employer to employ an
22 employee under conditions that violate the Wage Order.

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

28 34. At all relevant times during the applicable limitations period, Defendants failed to
compensate Plaintiff and the Aggrieved Employees for all hours worked, including, but not
limited to overtime wages for all overtime hours they worked at the correct rates of pay.

 35. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked as
required by California law.

1 **B. FAILURE TO PROVIDE MEAL PERIODS**

2 36. In relevant part, California Labor Code § 1198 states:

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

7 37. In relevant part, In relevant part, California Labor Code § 512 states:

8 An employer shall not employ an employee for a work period of
9 more than five hours per day without providing the employee with
10 a meal period of not less than 30 minutes, except that if the total
11 work period per day of the employee is no more than six hours, the
12 meal period may be waived by mutual consent of both the
13 employer and employee.

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

20 38. In relevant part, Section 11 of the Wage Order states:

21 Meal Periods:

22 (A) No employer shall employ any person for a work period of
23 more than five (5) hours without a meal period of not less than
24 30 minutes, except that when a work period of not more than
25 six (6) hours will complete the day's work the meal period may
26 be waived by mutual consent of the employer and employee.
27 Unless the employee is relieved of all duty during a 30 minute
28 meal period, the meal period shall be considered an "on duty"
meal period and counted as time worked. An "on duty" meal
period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when
by written agreement between the parties an on-the-job paid
meal period is agreed to. The written agreement shall state that
the employee may, in writing, revoke the agreement at any
time.

(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 work day that

the meal period is not provided.

39. 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.

40. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Aggrieved Employees were entitled to 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 10 hours in a workday.

41. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees with all required timely 30-minute meal periods free from any work duties in accordance with the Wage Order.

42. At all relevant times, Defendants failed to provide Plaintiff and the Aggrieved Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Aggrieved Employees with timely meal periods.

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

C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

44. In relevant part, California 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
3 the standard conditions of labor for employees. The employment
4 of any employee for longer hours than those fixed by the order or
5 under conditions of labor prohibited by the order is unlawful.

6 45. In relevant part, Section 12 of the Wage Order states:

7 Rest Periods:

8 (A) Every employer shall authorize and permit all employees to take
9 rest periods, which insofar as practicable shall be in the middle of
10 each work period. The authorized rest period time shall be based
11 on the total hours worked daily at the rate of ten (10) minutes net
12 rest time per four (4) hours or major fraction thereof. However, a
13 rest period need not be authorized for employees whose total daily
14 work time is less than three and one-half (3 ½) hours. Authorized
15 rest period time shall be counted as hours worked for which there
16 shall be no deduction from wages.

17 (B) If an employer fails to provide an employee a rest period in
18 accordance with the applicable provisions of this order, the
19 employer shall pay the employee one (1) hour of pay at the
20 employee's regular rate of compensation for each workday
21 that the rest period is not provided.

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

23 (b) An employer shall not require an employee to work during
24 a meal or rest period mandated pursuant to an applicable
25 statute, or applicable regulation, standard, or order of the
26 Industrial Welfare Commission, the Occupational Safety
27 and Health Standards Board, or the Division of
28 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.

47. Pursuant to the Wage Order, Plaintiff and the Aggrieved Employees were entitled

1 to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
2 period of work, or major fraction thereof.

3 48. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved
4 Employees to take all 10-minute rest periods free from any work duties in accordance with the
5 Wage Order.

6 49. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
7 Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay
8 premium wages to Plaintiff and the Aggrieved Employees for days on which they failed to
9 authorize and permit Plaintiff and the other Aggrieved Employees to take timely rest periods.

10 50. At all relevant times, due to high workload, Defendants failed to authorize and
11 permit Plaintiff and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every
12 four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest
13 period protections of the Wage Order from the California Division of Labor Standards
14 Enforcement. Moreover, Defendants failed to pay Plaintiff and the Aggrieved Employees
15 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
16 periods every four hours worked or major fraction thereof.

17 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times
18 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
19 which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved
20 Employees to take all rest breaks required by California law.

21 **D. FAILURE TO INDEMNIFY**

22 52. In pertinent part, California Labor Code section 2802(a) states, “An employer shall
23 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
24 consequence of the discharge of his or her duties.”

25 53. Labor Code section 1198 prohibits employers from employing their employees
26 under conditions prohibited by the Wage Order.

27 54. At all relevant times during the applicable limitations period, as a condition for
28 employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain
business expenses. These costs include, but are not limited to, use of personal cell phones to
communicate with management concerning work matters and office supplies. However,
MCHWC did not reimburse Plaintiff and the others for these business expenses.

1 55. Therefore, Defendants failed to indemnify Plaintiff and the Aggrieved Employees
2 for expenditures incurred as a direct consequence of discharging their duties in violation of
3 California Labor Code sections 2800 and 2802.

4 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants'
6 failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they
7 incurred during the course of performing their duties.

8 **E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
9 **STATEMENTS**

10 57. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
11 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
12 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
13 hourly rates in effect during the pay period; and d) the corresponding number of hours worked at
14 each hourly rate by the employee.

15 58. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
16 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
17 the employer fails to provide accurate and complete information as required by California Labor
18 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
19 alone one or more of the following:

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

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

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

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

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

59. “Promptly and easily determine,” as stated in California Labor Code § 226(e),

1 means a reasonable person would be able to readily ascertain the information without reference
2 to other documents or information.

3 60. As alleged herein, at all relevant times during the applicable limitations period,
4 Defendants violated California Labor Code section 226 because they did not properly and
5 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
6 the corresponding number of hours worked at each rate by the employee and other requirements
7 of California Labor Code section 226. Defendants failed to state in the wage statements they
8 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned,
9 including, but not limited to, regular and overtime wages for work they performed off-the-clock
(as described above).

10 61. Defendants' failure to provide Plaintiff and the other Aggrieved Employees with
11 accurate wage statements was knowing and intentional. Defendants had the ability to provide
12 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
13 provided wage statements that Defendants knew were not accurate.

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

25 **F. UNTIMELY WAGES DURING EMPLOYMENT**

26 63. Labor Code § 204 states:

- 27 (a) All wages, other than those mentioned in Section 201,
28 201.3, 202, 204.1, or 204.2, earned by any person in any
employment are due and payable twice during each
calendar month, on days designated in advance by the
employer as the regular paydays. Labor performed
between the 1st and 15th days, inclusive, of any calendar

month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

64. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked at the correct rates of pay, including overtime. Defendants failed to provide Plaintiff and the Aggrieved Employees with all meal and rest periods in compliance with California laws. Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages on workdays they failed to provide them with one or more meal or rest periods in compliance with California laws. As a result, Defendants failed to timely pay all earned minimum, overtime, and premium wages due during employment within the time periods set by California Labor Code section 204.

1 **G. UNTIMELY FINAL WAGES**

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

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

8 67. By failing to pay earned minimum and premium wages to Plaintiff and the
9 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
10 violation of Labor Code § 201 or § 202.

11 68. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
12 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
13 willful in that, at all relevant times, Defendants have deliberately maintained policies and
14 practices that violate the requirements of the Labor Code and the Wage Order, even though at all
15 relevant times, they have had the ability to comply with those legal requirements.

16 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

17 69. Labor Code § 1174 states:

18 Every person employing labor in this state shall:

19 ...

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

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

28 70. Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

71. Section 7 of the Wage Order states:

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

72. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

73. On information and belief, Defendants have willfully failed to maintain the records required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff and the Aggrieved Employees.

74. Accordingly, Plaintiff seeks an award of civil penalties against the Defendants on behalf of herself and all of the other Aggrieved Employees as follows: (1) \$500 for each aggrieved

1 employee for each violation of Labor Code section 1174 (penalties set by Labor Code
2 section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor
3 Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per
4 pay period (penalties set by Labor Code section 2699(f)(2)).

5 **I. CIVIL PENALTIES SOUGHT**

6 75. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802,
8 and related Labor Code statutes.

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

12 77. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
13 Employees are entitled to recover civil penalties for each of the Defendants' violations of
14 California Labor Code 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,
15 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
18 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
19 (penalty amounts established by California Labor Code § 210).

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

23 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
24 dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which
25 the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
26 each pay period for which the employee was underpaid (penalty amounts established by
27 California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
2 by Labor Code § 1174.5).

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

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
9 1194, 1198, 2802, 6310, 6400, 6401, 6402, 6403, and 6404, one hundred dollars (\$100.00) for
10 each aggrieved employee per pay period for each initial violation and two hundred dollars
11 (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty
12 amounts established by California Labor Code § 2699(f)(2)).

13 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
14 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
15 Code § 1102.5 during the applicable limitations period in the following amounts: an amount not
16 to exceed \$10,000 for each violation by Defendants of California Labor Code § 1102.5(b)(c), as
17 well as attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by
18 California Labor Code § 1102.5(f)).

19 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

20 78. Plaintiff has complied with the procedures for bringing suit specified in California
21 Labor Code § 2699.3. By letter dated February 24, 2025, Plaintiff gave written notice by certified
22 mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific
23 provisions of the California Labor Code alleged to have been violated, including the facts and
24 theories to support the alleged violations. The LWDA has failed to take action in response within
25 65 days of Plaintiff's notice.

26 79. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
27 Employees are entitled to an award of civil penalties, reasonable attorneys' fees, and costs in
28 connection with their claims for civil penalties.

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PRAYER FOR RELIEF

80. WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- A. Civil penalties;
- B. Costs of suit;
- C. Reasonable attorneys' fees; and
- D. Such other relief as the Court deems just and proper.

Respectfully submitted,

MM LAW, APC

Dated: September 22, 2025

By: Maralle Messrelia
Maralle Messrelia, Esq.
Attorney for Plaintiff,
DIANA IGLESIAS , and all others
similarly situated