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Assigned for All Purposes Including Trial To:

Hon. L. Brooks Anderholt

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
10/21/2026 at 11:43:16 AM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

MELANIE CONTRERAS, on behalf of herself and all others similarly situated and on behalf of the general public,

Plaintiff,

v.

CONTEMPORARY HEATING & AIR CONDITIONING, INC., a California corporation, MODIGENT, LLC, a Delaware limited liability company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: ECU005073

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. FAILURE TO PAY ALL WAGES DUE (LABOR CODE §§ 510, 1194, AND 1194.2; IWC WAGE ORDER 4-2001)

2. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5, AND 1194; IWC WAGE ORDER 4-2001)

3. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 4-2001)

4. FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e), (h))

5. FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203)

6. FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES (LABOR CODE § 2802)

7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.

8. PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 512, 1174, 1174.5, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Plaintiff MELANIE CONTRERAS ("Plaintiff"), individually and on behalf of all similarly situated individuals (the "Class"), on behalf of the general public, and as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, complains of CONTEMPORARY HEATING & AIR CONDITIONING, INC., a California corporation, and MODIGENT, LLC, a Delaware limited liability company, (hereinafter referred to as "Defendants"), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who currently work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the "liability period"), Defendants have had consistent policies of failing to pay Plaintiff and Class Members (as defined below) all wages due; pay Plaintiff and Class Members expense reimbursement due; provide Plaintiff and Class Members with accurately itemized wage statements; provide legally compliant meal and rest periods, or compensation in lieu thereof to Plaintiff and Class Members; and timely pay Plaintiff's and Class Members' wages upon separation of employment.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, and 2802 seeking compensation for all unpaid wages, liquidated damages, unreimbursed expenses, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages and reimbursement due to Class Members.

5. Plaintiff, on behalf of herself and all Aggrieved Employees (as defined herein) pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout California, including in Imperial County, California.

III.

TOLLING AGREEMENT

7. Plaintiff and Defendants entered into an agreement to toll the statute of limitations, pursuant to California Code of Civil Procedure § 360.5, starting June 29, 2025 and continuing through the present. As such, all periods of limitation (statutory or otherwise) affecting any and all claims or causes of actions which Plaintiff may have against Defendants have been tolled from June 29, 2025 through the present.

II.

PARTIES

A. Plaintiff

8. Plaintiff MELANIE CONTRERAS was employed by Defendants from January 2, 2024 through February 18, 2025 as a non-exempt employee in California.

9. During her work with Defendants, Plaintiff was:

a. Willfully denied the payment of all wages due;

b. Willfully denied the reimbursement of all business expenses;

c. Willfully denied meal and rest periods or compensation in lieu thereof;

d. Willfully denied the timely issuance of wages during employment;

e. Willfully denied accurately itemized wage statements; and

f. Willfully denied timely payment of all wages due upon separation of her employment.

B. Defendants

10. Defendant CONTEMPORARY HEATING & AIR CONDITIONING, INC. is a California corporation that employed Plaintiff and Class Members throughout California, including in Imperial County, California.

11. Defendant MODIGENT, LLC is a Delaware limited liability company that employed Plaintiff and Class Members throughout California, including in Imperial County, California.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

> All persons employed by Defendants in a non-exempt position in California at any time since the date four years preceding June 29, 2025 and continuing through the present.

16. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

17. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

A. Numerosity

18. The potential Class Members as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 250 persons in the State of California who fall within the Class definition.

19. Accounting for turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members is not practicable.

B. Commonality

20. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants failed to pay all wages due to Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194, and 1194.2, and IWC Wage Order 4-2001;

b. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 510, 512, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001;

c. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001;

d. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e), and (h);

e. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203;

f. Whether Defendants failed to reimburse Plaintiff and Class Members for all business-related expenses, in violation of Labor Code § 2802; and

g. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

21. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

22. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

23. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

24. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2; IWC WAGE ORDER 4-2001)

25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set forth herein.

26. Defendants failed to pay all minimum and overtime wages due for all off-the-clock work, in violation of Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members were required to work off-the-clock and without compensation because Defendants did not compensate them for all hours worked—they would be required to respond to texts or calls from Defendants outside of work hours. None of this time was compensated even though Defendants are required to pay them since an employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When Plaintiff and Class Members worked off-the-clock, they were under the control of Defendants and required to be compensated for all hours worked. These instances deprived Plaintiff and Class Members of significant hours worked and wages due, and constitute violations of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 4-2001.

27. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff seeks the payment of all unpaid overtime wages and liquidated damages for unpaid minimum wages, respectively, that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND IWC WAGE ORDER 4-2001)

28. Plaintiff incorporates paragraphs 1 through 27 of this Complaint as though fully set forth herein.

29. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

30. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift they work that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift they work that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When they do receive a meal period, they would typically be on-duty Plaintiff and Class Members were to required to be alert to and respond to Defendants if they were contacted during their meal periods, which is not a legally compliant meal period at all since they are under the control of Defendants and entitled to be paid for all hours they were under that control (and owed compensation for time they were "clocked out," yet still working). Defendants also failed to maintain accurate records since Defendants did not require Plaintiff and Class Members to record their specific meal period start and stop times; rather, they would only notate "30 minutes" to reflect a meal period was taken. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001.

31. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all meal period compensation and pursuant to Labor Code § 1194, Plaintiff seeks the payment of all unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)

32. Plaintiff incorporates paragraphs 1 through 31 of this Complaint as though fully set forth herein.

33. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

34. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Plaintiff and Class Members were completely denied the ability to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof but were not paid premium wages of one hour's pay for each missed rest period. Plaintiff and Class Members were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods. Furthermore, as with meal periods, Plaintiff and Class Members were required to be alert to their phone and respond to Defendants when contacted while on their off-duty rest periods, which is not a legally compliant, off-duty rest period at all.

35. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation and unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

36. Plaintiff incorporates paragraphs 1 through 35 of this Complaint as though fully set forth herein.

37. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

38. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

39. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurately itemized wage statements, Plaintiff and Class Members have been damaged because they are not able to ascertain all of the information required by Labor Code § 226(a). As a result,

Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000 per employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive relief, pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

42. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment and were not paid all wages owed. This violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members no longer employed by Defendants.

43. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

44. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

45. Plaintiff incorporates paragraphs 1 through 44 of this Complaint as though fully set forth herein.

46. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, car wash expenses. Specifically, Plaintiff and Class Members were required to wash the company van, but were not reimbursed for these expenses.

47. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

48. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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X.

SEVENTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

49. Plaintiff incorporates paragraphs 1 through 48 of this Complaint as though fully set forth herein.

50. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

51. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

52. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

53. Wage and hour laws express fundamental public policies. Properly providing employees with all wages and expense reimbursement due is a fundamental public policy of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

54. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all

persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

55. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 *et seq.* of the Business & Professions Code.

56. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 *et seq.* of the Business & Professions Code.

57. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

58. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.,* this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants have unlawfully failed to pay.

XI.

EIGHTH CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

59. Plaintiff incorporates paragraphs 1 through 58 of this Complaint as though fully set forth herein.

60. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq*. against Defendants on behalf of

all other employees employed by Defendants between April 25, 2024 and the present ("Aggrieved Employees").

61. For each such violation, Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), $100 for each initial violation and $200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 2802; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

62. Penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

63. On April 25, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq*. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of April 25, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid overtime wages due to Plaintiff and Class Members;

2. For liquidated damages, pursuant to Labor Code § 1194.2, in the amount of all unpaid minimum wages due to Plaintiff and Class Members;

3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

4. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;

5. For reimbursement of all expenses incurred by Plaintiff and Class Members, pursuant to Labor Code § 2802;

6. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;

7. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;

8. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;

9. For civil penalties pursuant to Labor Code § 2698 *et seq*. for Plaintiff and all other Aggrieved Employees;

10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;

11. An award of prejudgment and post-judgment interest;

12. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 2802, and other applicable law;

13. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2802, and other applicable law; and

14. Such other and further relief as this Court may deem just and proper.

Dated: October 21, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorney for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: October 21, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorneys for Plaintiff