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TERESA OROZCO ROMERO

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

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By: Andrel Gospel,
Deputy Clerk

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

TERESA OROZCO ROMERO,

Case No.: **25CV145143**

COMPLAINT FOR DAMAGES FOR:

Plaintiff,

- 1) Failure to Pay All Wages Earned for All Hours Worked (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 When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 11) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

vs.

DUMBARTON KEYS LLC; REMINGTON
LODGING & HOSPITALITY, LLC; and
DOES 1 to 25, inclusive,

Defendant(s).

JURY TRIAL DEMANDED

1 COMES NOW Plaintiff, TERESA OROZCO ROMERO (hereafter “Plaintiff”), and
2 complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this action based on alleged violations of the California Labor
5 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the
6 Business and Professions Code, and public policy against Dumbarton Keys LLC, Remington
7 Lodging & Hospitality, LLC, and DOES 1-25, inclusive (collectively “RESIDENCE INN
8 NEWARK” or “Defendants”).

9 **JURISDICTION AND VENUE**

10 2. Jurisdiction and venue are proper in this Court and this action is properly filed
11 in the County of Alameda because Defendants Dumbarton Keys LLC, Remington Lodging &
12 Hospitality, LLC, and DOES 1-25, inclusive, do business in the County of Alameda and
13 because Defendants’ obligations and liabilities arise therein, and because the work that was
14 performed by Plaintiff in the County of Alameda is the subject of this action. Moreover,
15 Plaintiff’s damages sought herein exceed \$35,000.

16 **THE PARTIES**

17 3. Plaintiff Teresa Orozco Romero is a resident of Newark, California. At all
18 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
19 Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code
20 Section 2699(c).

21 4. Defendant Dumbarton Keys LLC is a limited liability company doing business
22 in California and a citizen of California based on Plaintiff’s information and belief.

23 5. Defendant Remington Lodging & Hospitality, LLC is a limited liability
24 company doing business in California and a citizen of California based on Plaintiff’s
25 information and belief.

26 6. The “Aggrieved Employees” are all current and former non-exempt or hourly
27 paid employees who worked for Defendant Dumbarton Keys LLC in California during the
28 relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code

1 Private Attorneys General Act of 2004 (“PAGA”).

2 7. 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
7 defendants when ascertained.

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

13 9. Plaintiff is informed and believes and thereon alleges that each and every one of
14 the acts and omissions alleged herein were performed by, and/or are attributable to, all
15 Defendants, each acting as agents and/or employees, and/or under the direction and control of
16 each of the other Defendants, and that said acts and failures to act were within the course and
17 scope of said agency, employment, and/or direction and control.

18 10. 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
20 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
21 Employees in accordance with applicable California labor laws as alleged herein.

22 **GENERAL ALLEGATIONS**

23 11. RESIDENCE INN NEWARK first began to employ Plaintiff in or around July
24 2021 as a housekeeper at its Residence Inn hotel located at 35466 Dumbarton Ct, Newark, CA
25 94560. RESIDENCE INN NEWARK continuously employed her in that capacity until on or
26 about March 27, 2025 when her employment ended. During her employment, Plaintiff
27 generally worked three days per week, from approximately 8:00 a.m. to 4:30 p.m. or later.

28 12. At all relevant times, RESIDENCE INN NEWARK issued wages to Plaintiff

1 and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all
2 relevant times, RESIDENCE INN NEWARK classified Plaintiff and all of the other Aggrieved
3 Employees as non-exempt employees entitled to the protections of the Labor Code and the
4 Wage Order. RESIDENCE INN NEWARK employed Plaintiff and all of the Aggrieved
5 Employees more than six, eight, ten, and twelve hours per day. Plaintiff's latest rate of pay was
6 approximately \$20.60 per hour.

7 13. RESIDENCE INN NEWARK failed to pay Plaintiff and the other Aggrieved
8 Employees for all time worked or subject to its control. To the extent employees such as
9 Plaintiff and others worked through their meal periods and those meal periods were interrupted,
10 they were not compensated for that time, which would be akin to a minimum wage violation.
11 Furthermore, RESIDENCE INN NEWARK management, including manager Astrid (last name
12 unknown) and supervisors Mariana and Jackie (last names unknown), would often text/call
13 Plaintiff and the other Aggrieved Employees about work-related matters and scheduling before
14 they had clocked in for the start of their shifts or after they had clocked out at the end of their
15 shifts.

16 14. Due to the above "off the clock" violations, RESIDENCE INN NEWARK failed
17 to pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The
18 Aggrieved Employees' actual work hours, which included the "off the clock" work as
19 described above, entitled them to overtime, however, it was not company policy to keep
20 accurate track of all hours worked and to pay employees the accurate amount of overtime,
21 especially since the "off the clock" work was not factored into the equation. Furthermore, any
22 incentive payments and/or bonus payments were not factored into employees' regular rate of
23 pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
24 incentive payments were not factored into the correct meal and rest break premium pay per
25 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

26 15. RESIDENCE INN NEWARK failed to provide all compliant meal periods and
27 authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved
28 Employees were entitled. Plaintiff and the other Aggrieved Employees were entitled to take

1 off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to
2 take uninterrupted 10-minute rest periods for every four hours or major fraction thereof
3 worked. Due to the workload, Plaintiff and the Aggrieved Employees would not be able to take
4 timely, uninterrupted meal periods before the 5th or 10th hour worked. When Plaintiff and the
5 other Aggrieved Employees were taking their meal periods, RESIDENCE INN NEWARK
6 management/staff, including Astrid (last name unknown) and supervisors Mariana and Jackie
7 (last names unknown) would interrupt them on a daily basis with more work assignments or
8 questions about work related matters. Similarly, Plaintiff and the other Aggrieved Employees
9 were not always able to take their 10-minute rest breaks due to the work load. In fact,
10 management specifically instructed Plaintiff and the other Aggrieved Employees not to take
11 their rest break because they wouldn't be able to finish their work. On information and belief,
12 RESIDENCE INN NEWARK did not provide premium wages for these meal and rest break
13 violations; if RESIDENCE INN NEWARK did provide premium wages, they were not paid at
14 the correct rate, as explained above.

15 16. RESIDENCE INN NEWARK failed to reimburse Plaintiff and the other
16 Aggrieved Employees for business expenses they incurred in direct consequence of the
17 discharge of their duties. RESIDENCE INN NEWARK required Plaintiff and the Aggrieved
18 Employees to use their own personal cell phones to communicate with management concerning
19 work matters. RESIDENCE INN NEWARK management, including Astrid (last name
20 unknown) and supervisors Mariana and Jackie (last names unknown), would text Plaintiff and
21 the others on their personal phones during their shifts on a regular basis, to ask them work-
22 related questions and assign them tasks. However, RESIDENCE INN NEWARK did not
23 provide Plaintiff and the others with mobile phones and did not reimburse Plaintiff and the
24 other Aggrieved Employees for these mobile phone expenses. Accordingly, RESIDENCE INN
25 NEWARK was in violation of California Labor Code sections 2800 and 2802.

26 17. RESIDENCE INN NEWARK failed to pay its employees all wages due to them
27 within any time period specified by California Labor Code section 204, including the minimum
28 wages and overtime as described above as well as meal/rest break premiums.

1 18. RESIDENCE INN NEWARK did not provide Plaintiff and the other Aggrieved
2 Employees accurate, itemized wage statements. Wage statements must include, among other
3 things, total hours worked by the employee. Labor Code § 226(a)(2). RESIDENCE INN
4 NEWARK issued wage statements that inaccurately reflected total hours worked, gross and net
5 wages earned, and the number of hours worked at each hourly rate because of RESIDENCE
6 INN NEWARK's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1),
7 (2), (5), (9). RESIDENCE INN NEWARK's failure to maintain accurate records as to the hours
8 worked daily by employees also constitutes a violation of Labor Code section 1174(d).

9 19. Finally, because RESIDENCE INN NEWARK did not properly pay all wages
10 earned as explained herein, RESIDENCE INN NEWARK also failed to pay final wages owed
11 to Plaintiff and the other Aggrieved Employees in violation of Labor Code section 203. These
12 earned but unpaid wages include minimum wages and compensation for all hours worked,
13 overtime compensation, premium pay for missed meal and rest breaks, and business expense
14 reimbursement, among others.

15 20. RESIDENCE INN NEWARK has also violated Labor Code section 558 and
16 engaged in business practices which violate Business and Professions Code Section 17200.

17 **FIRST CAUSE OF ACTION**

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

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

20 **(By Plaintiff against all Defendants)**

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

22 22. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
23 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
24 and the Wage Order.

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

28 24. Section 3 of the Wage Order states:

1 (A) Daily Overtime - General Provisions

2 (1) The following overtime provisions are applicable to
3 employees 18 years of age or over and to employees 16 or
4 17 years of age who are not required by law to attend
5 school and are not otherwise prohibited by law from
6 engaging in the subject work. Such employees shall not
7 be employed more than eight (8) hours in any workday or
8 more than 40 hours in any workweek unless the employee
9 receives one and one-half (1 ½) times such employee's
10 regular rate of pay for all hours worked over 40 hours in
11 the workweek. Eight (8) hours of labor constitutes a day's
12 work. Employment beyond eight (8) hours in any
13 workday or more than six (6) days in any workweek is
14 permissible provided the employee is compensated for
15 such overtime at not less than:

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

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

27 (c) The overtime rate of compensation required to
28 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.

25. 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.

26. 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

1 the seventh day of work in any one workweek shall be
2 compensated at the rate of no less than one and one-half times the
3 regular rate of pay for an employee. Any work in excess of 12
4 hours in one day shall be compensated at the rate of no less than
5 twice the regular rate of pay for an employee. In addition, any
6 work in excess of eight hours on any seventh day of a workweek
7 shall be compensated at the rate of no less than twice the regular
8 rate of pay of an employee. Nothing in this section requires an
9 employer to combine more than one rate of overtime
10 compensation in order to calculate the amount to be paid to an
11 employee for any hour of overtime work.

12 27. California Labor Code § 1194 invalidates any agreement between an employer
13 and an employee to work for less than the minimum wage required under the applicable Wage
14 Order.

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

18 29. California Labor Code § 1198 makes it unlawful for an employer to employ an
19 employee under conditions that violate the Wage Order.

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

25 31. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
26 and forty (40) hours in one workweek without compensating her for such time worked at the
27 premium rates required by California law.

28 32. As described more fully above, Defendants failed to pay all minimum, regular,
overtime, and double time wages to Plaintiff because Defendants did not pay for off-the-clock
work, and failed to pay overtime and double time wages based on correct regular rates of pay.

33. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
amount, subject to proof, to the extent that she was not paid the full amount of wages earned

1 during each pay period during the applicable limitations period, including minimum, overtime,
2 and double-time wages.

3 34. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
4 unpaid wages which Defendants failed to pay her at the rates set forth herein, interest thereon,
5 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST BREAKS**

8 **(Lab. Code §§ 226.7 and 1198)**

9 **(By Plaintiff against all Defendants)**

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

11 36. At all relevant times during the applicable limitations period, Plaintiff was a
12 non-exempt employee of Defendants and entitled to the benefits and protections of California
13 Labor Code §§ 226.7, 1198, and the Wage Order.

14 37. Labor Code § 1198 states,

15 "The maximum hours of work and the standard conditions of labor
16 fixed by the commission shall be the maximum hours of work and the
17 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."

18 38. In relevant part, Section 12 of the Wage Order states:

19 **Rest Periods:**

20 (A) Every employer shall authorize and permit all employees
21 to take rest periods, which insofar as practicable shall be in the
22 middle of each work period. The authorized rest period time
23 shall be based on the total hours worked daily at the rate often
24 (10) minutes net rest time per four (4) hours or major fraction
25 thereof. However, a rest period need not be authorized for
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.

26 (B) If an employer fails to provide an employee a rest period
27 in accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each work day that

the rest period is not provided.

39. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery 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 or rest or recovery 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 workday that the meal or rest or recovery period is not provided.

40. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

41. Defendants failed to authorize and permit Plaintiff to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

42. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent she was not paid additional wages owed for all rest breaks not provided to her.

43. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more rest breaks were not provided to her pursuant to California Labor Code § 226.7, plus interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

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

45. At all relevant times during the applicable limitations period, Plaintiff was a

1 non-exempt employee of Defendants and entitled to the benefits and protections of California
2 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 46. Labor Code § 1198 states,

4 “The maximum hours of work and the standard conditions of labor
5 fixed by the commission shall be the maximum hours of work and the
6 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.”

7 47. In relevant part, Labor Code Section 512 states

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

15 48. In relevant part, Section 11 of the Wage Order states:

16 Meal Periods:

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

21 (B) If an employer fails to provide an employee a meal period in
22 accordance with the applicable provisions of this order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each workday that
the meal period is not provided.

25 49. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was
26 entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he
27 worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also
28 entitled to a second 30-minute meal period when he worked more than ten (10) hours in a

1 workday.

2 50. During the relevant time period, Defendants failed to provide Plaintiff with
3 compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-
4 calculated premium pay for each day such a meal period was not provided.

5 51. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
6 an amount subject to proof to the extent she was not paid additional wages owed for all meal
7 periods not provided to her.

8 52. By reason of the above, Plaintiff is entitled to premium wages for workdays in
9 which one or more meal periods were not provided to her pursuant to California Labor Code §
10 226.7, plus interest and costs.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

14 **(By Plaintiff against all Defendants)**

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

16 54. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
17 entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the
18 Wage Order.

19 55. In pertinent part, California Labor Code § 2802(a) states:

20 An employer shall indemnify his or her employee[s] for all necessary
21 expenditures incurred by the employee in direct consequence of the
22 discharge of his or her duties.

23 56. California Labor Code § 1198 prohibits employers from employing their
24 employees under conditions prohibited by the Wage Order.

25 57. At all relevant times during the applicable limitations period, Defendants
26 required Plaintiff to use her own personal cell phone to communicate with management
27 concerning work matters. However, Defendants did not reimburse Plaintiff for these expenses.

28 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants have maintained a policy, practice, or a lack of a policy which resulted in

1 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
2 of performing her duties.

3 59. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
4 expenditures and losses and interest due and owing to within three years (3) of the date of the
5 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
6 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

7 **FIFTH CAUSE OF ACTION**

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

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

10 **(By Plaintiff against all Defendants)**

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

12 61. Pursuant to California Labor Code Section 226, every employer must furnish
13 each employee an itemized statement of wages and deductions at the time of payment of wages.

14 62. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
15 that accurately reflected all information required by Labor Code Section 226, including but not
16 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
17 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
18 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
19 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
20 California Labor Code Section 226(a).

21 63. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
23 violation occurs and one hundred dollars (\$100) per employee for each violation in a
24 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
25 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
26 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

27 64. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
28 sustained damages, including loss of earnings, in an amount to be established at trial. As a

1 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
2 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
3 and attorney's fees pursuant to statute.

4 65. Under this cause of action, Plaintiff prays for penalties due under the statutes
5 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
6 proof at trial.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

9 **(California Labor Code Sections 201-203)**

10 **(By Plaintiff against all Defendants)**

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

12 67. Pursuant to California Labor Code Section 201(a), an employer who discharges
13 an employee must immediately pay for all compensation due and owing.

14 68. Pursuant to California Labor Code Section 202, when an employee resigns, the
15 employer must pay all compensation due and owing within 72 hours of resignation, or on the
16 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

17 69. Pursuant to California Labor Code Section 203, if an employer willfully fails to
18 pay, without abatement or reduction, any wages of an employee whose employment ends, the
19 wages of the employee shall continue as a penalty from the due date at the same rate until paid
20 or until an action is commenced; however, the wages shall not continue for more than 30 days
21 for failure to pay an employee owed wages.

22 70. After Plaintiff's employment with Defendants ended, Defendants willfully
23 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

24 71. Under this cause of action, Plaintiff prays for penalties due under the statutes
25 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
26 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
27 immediately preceding the filing of this lawsuit.

28 72. Under this cause of action, Plaintiff also prays for attorney's fees and costs

1 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
2 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

3 73. Under this cause of action, Plaintiff prays for penalties due under the statutes
4 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
5 proof at trial.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

8 **(California Labor Code Section 204)**

9 **(By Plaintiff against all Defendants)**

10 74. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

11 75. California Labor Code Section 204 establishes the fundamental right of all
12 employees in the State of California to be paid wages in a timely fashion for their work.

13 76. At all times relevant during the liability period, Defendants failed to pay
14 Plaintiff the full amount of all owed wages when due as required by California Labor Code
15 Section 204.

16 77. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
17 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
18 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
19 worked, including the minimum wage, overtime hours, double time hours, and premium pay
20 for missed meal and rest breaks.

21 78. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
22 an amount, subject to proof, to the extent she was not paid all wages each pay period. The
23 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
24 directly from Defendants' records or indirectly based on information from Defendants' records.

25 79. Under this cause of action, Plaintiff prays for penalties due under the statutes
26 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
27 proof at trial.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PERSONNEL RECORDS**

3 **(By Plaintiff against all Defendants)**

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

5 81. Labor Code section 1198.5 dictates “every current and former employee, or his
6 or her representative, has the right to inspect and receive a copy of the personnel records that
7 the employer maintains relating to the employee’s performance or to any grievance concerning
8 the employee.”

9 82. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
10 employer shall make the contents of those personnel records available for inspection to the
11 current or former employee, or his or her representative, at reasonable intervals and at
12 reasonable times...” On information and belief, Defendants intentionally failed to provide
13 Plaintiff with personnel records when requested by Plaintiff via letter on April 7, 2025, as
14 required by law. Plaintiff requested her personnel records in accordance with California Labor
15 Code section 1198.5(k) on April 7, 2025 via certified U.S. mail.

16 83. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
17 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
18 suffered and continues to suffer substantial losses related to Defendants' failure to provide
19 personnel records.

20 84. Plaintiff seeks all available remedies for Defendants’ violations including, but
21 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
22 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
23 amount of \$750.00, along with costs and attorney’s fees.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE PAY RECORDS**

26 **(By Plaintiff against all Defendants)**

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

28 86. Labor Code section 226 sub-section (b) dictates “an employer...shall afford

1 current and former employees the right to inspect or copy records pertaining to their
2 employment, upon reasonable request to the employer...”

3 87. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
4 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
5 pertaining to a current or former employee shall comply with the request as soon as practicable,
6 but no later than 21 calendar days from the date of the request.” On information and belief,
7 Defendants intentionally failed to provide Plaintiff with pay records when requested by
8 Plaintiff via letter, on April 7, 2025, and as required by law. Plaintiff requested her pay records
9 in accordance with California Labor Code section 226 on April 7, 2025, via U.S. certified mail.
10 Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
11 pay records within 21 days.

12 88. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
13 and continues to suffer substantial losses related to Defendants’ failure to provide pay records.
14 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
15 amount of \$750.00, along with costs and attorney’s fees.

16 89. Plaintiff seeks all available remedies for Defendants’ violations including, but
17 not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

18 **TENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES**

20 **(Lab. Code §§ 2698, *et seq.*)**

21 **(By Plaintiff against Defendant DUMBARTON KEYS LLC)**

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

23 91. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
24 2004 (“PAGA”) because she was employed by Defendant DUMBARTON KEYS LLC during
25 the applicable statutory period and suffered one or more of the violations of the Labor Code set
26 forth in this Complaint. Plaintiff seeks to recover on her own behalf, on behalf of the State of
27 California, and on behalf of all current and former Aggrieved Employees of Defendant
28 DUMBARTON KEYS LLC, the civil penalties provided by PAGA, plus reasonable attorney’s

1 fees and costs.

2 92. During the applicable time period, Defendant violated California Labor Code
3 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

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

7 94. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
8 Aggrieved Employees are entitled to recover civil penalties for each of the Defendant
9 DUMBARTON KEYS LLC's violations of California Labor Code §§ 201, 202, 203, 204, 226,
10 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations
11 period in the following amounts:

12 A. For violations of California Labor Code § 204, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
14 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
15 established by California Labor Code § 210).

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

20 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
21 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
22 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
23 California Labor Code § 558).

24 D. For violations of California Labor Code § 1174, five hundred dollars
25 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
26 California Labor Code § 1174.5).

27 E. For violations of California Labor Code § 1197, one hundred dollars
28 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two

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

4 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
5 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
6 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
7 pay period for each subsequent violation (penalty amounts established by California Labor
8 Code § 2699(f)(2)).

9 95. Plaintiff has complied with the procedures for bringing suit specified in
10 California Labor Code § 2699.3. By letter dated April 7, 2025, Plaintiff filed written notices
11 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
12 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
13 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
14 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
15 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
16 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
17 intend to investigate these allegations.

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

21 **ELEVENTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

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

24 **(By Plaintiff against all Defendants)**

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

26 98. At all relevant times during the applicable limitations period, Plaintiff has been
27 an employee of Defendants and entitled to the benefits and protections of the Business and
28 Professions Code §§ 17200, *et seq.*

1 99. Defendants engaged in unfair competition by failing to 1) pay employees for all
2 hours worked at the correct rates of pay and 2) pay their employees premium wages for
3 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
4 employees for necessary business expenses incurred in the course of performing their duties.

5 100. The unlawful conduct of Defendants alleged herein amounts to and constitutes
6 unfair competition within the meaning of California Business & Professions Code §§ 17200,
7 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
8 unfairly gained a competitive advantage over other comparable companies doing business in
9 California that comply with their legal obligations to, among other things, pay their employees
10 premium wages for workdays in which they did not provide employees with one or more meal
11 and rest periods, indemnify them for all business expenses incurred during the course of
12 performing their duties, including, but not limited to, mobile phone expenses, and pay them all
13 wages earned.

14 101. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
15 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
16 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
17 failed to reimburse Plaintiff for all expenses he incurred in the course of performing her duties.

18 102. Pursuant to California Business & Professions Code § 17203, Plaintiff is
19 entitled to restitution of all monies rightfully belonging to her that Defendants did not pay her
20 or otherwise retained by means of their unlawful and unfair business practices.

21 103. Plaintiff is entitled to reasonable attorneys' fees in connection with her unfair
22 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
23 benefit doctrine and/or the common fund doctrine.

24 104. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
25 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
26 thereon, as permitted by law, all in amounts subject to proof.

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PRAYER FOR RELIEF

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

1. For compensatory damages including lost past and future wages, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
6. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
7. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
8. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;
9. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof;
10. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;

1 16. Reasonable attorney's fees where available by law, including but not limited to,
2 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
3 and/or other applicable laws; and

4 17. For such other and further relief as this Court may deem proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

7
8 Dated: September 24, 2025

MM LAW, APC

9
10 By Maralle Messrelia
11 Maralle Messrelia, Esq.
12 Attorney for Plaintiff,
13 TERESA OROZCO ROMERO
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