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KARLA ARACELY PLAINTIFF, and all others similarly situated  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES  
(UNLIMITED JURISDICTION)**

KARLA ARACELY MEJIA MOLINA, on  
behalf of herself and all others similarly situated,  
and the general public, and as "Aggrieved  
Employees" on behalf of other "Aggrieved  
Employees" and the State of California under the  
Labor Code Private Attorneys General Act of  
2004,

*Plaintiff(s),*

vs.

FOUR SEASONS LANDSCAPE AND  
PROPERTY SERVICES INC, a California  
corporation; and DOES 1–50, inclusive,

*Defendant(s).*

**FILED**  
Superior Court of California  
County of Los Angeles

08/04/2025

David W. Stryker, Executive Officer/Clerk of Court

By: R. Lozano Deputy

Case No.: 25STCV18886

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR:**

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 221, 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab. Code §§ 2698, et seq.).

**JURY TRIAL DEMANDED**



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1 Plaintiff, Karla Aracely Mejia Molina (hereafter “Plaintiff” or “Mejia Molina”), on behalf  
2 of herself and all others similarly situated, the general public, and as an “aggrieved employee” on  
3 behalf of other “aggrieved employees” and the State of California under the Labor Code Private  
4 Attorneys General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the  
7 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage  
8 Order”), and the California Business and Professions Code against Defendants Four Seasons  
9 Landscape And Property Services Inc, a California corporation, and Does 1 through 50, inclusive  
10 (collectively “Defendants”).

11 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her  
12 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related  
13 relief. These claims are based on Defendants’ failures to:

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

16 (B) Provide all meal periods;

17 (C) Authorize and permit all rest breaks;

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

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

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

21 (G) Only deduct wages lawfully;

22 (H) Issue only accurate and complete itemized wage statements; and

23 (I) Timely pay wages during and upon termination of employment.

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

27 **II. THE PARTIES**

28 3. Plaintiff Karla Aracely Mejia Molina is a resident of California. At all relevant  
times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations



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1 Section 11050, and an “aggrieved employee” within the meaning of California Labor Code  
2 § 2699(c).

3 3. Defendant Four Seasons Landscape And Property Services Inc is a corporation  
4 organized and existing under the laws of California and also a citizen of California based on  
5 Plaintiff’s information and belief.

6 4. Plaintiff is ignorant of the true names, capacities, relationships, and extents of  
7 participation in the conduct alleged herein of Defendants sued as DOES 1-50, inclusive, but is  
8 informed and believes and thereon alleges that said Defendants are legally responsible for the  
9 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.  
10 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants  
11 when ascertained.

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

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

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

### 26 **III. CLASS ALLEGATIONS**

27 8. This action has been brought and may be maintained as a class action pursuant to  
28 California Code of Civil Procedure section 382 because there is a well-defined community of  
interest among the persons who comprise the readily ascertainable class defined below and



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1 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as  
2 a class action.

3 9. **Class Definition:** The Class is defined as follows: All persons Defendants  
4 employed in California hourly, non-exempt employees, including, but not limited to  
5 housekeepers, individuals performing work comparable to the aforementioned, compensated  
6 comparably to the aforementioned, individuals in similar positions, at any time during the period  
7 beginning four years prior to the filing of this action and ending on the date that final judgment is  
8 entered in this action (“Class” or “Class Members”).

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

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

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

19 A. Whether Defendants failed to pay all wages earned to Class Members for  
20 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,  
21 meal period premium, and rest period premium,;

22 B. Whether Defendants unlawfully deducted wages from Class Members;

23 C. Whether Defendants failed to provide the Class Members with all meal  
24 periods in compliance with California law;

25 D. Whether Defendants failed to authorize and permit the Class Members to  
26 take all rest periods in compliance with California law;

27 E. Whether Defendants failed to indemnify the Class Members for the  
28 reasonable expenses they incurred during the course of performing their duties;

F. Whether Defendants knowingly and intentionally failed to provide the



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1 class with accurate and complete itemized wage statements;

2 G. Whether Defendants willfully failed to provide the class with timely final  
3 wages;

4 H. Whether Defendants engaged in unfair competition within the meaning of  
5 Business and Professions Code sections 17200, et seq., with respect to the Class; and

6 I. Whether Class Members are entitled to restitution of money or property  
7 that Defendants may have acquired from them through alleged Labor Code violations.

8 13. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.  
9 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or  
10 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor  
11 Code, the Wage Order, and the Business and Professions Code.

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

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

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



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1 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 17. The Wage Order applies to “all persons employed in the public housekeeping  
4 industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The  
5 Wage Order defines "Public Housekeeping Industry" to mean

6 any industry, business, or establishment which provides meals, housing, or  
7 maintenance services whether operated as a primary business or when incidental  
8 to other operations in an establishment not covered by an industry order of the  
Commission, and includes, but is not limited to the following:

- 9 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,  
10 cafeterias, boarding houses, clubs, and all similar establishments where  
11 food in either sold or liquid form is prepared and served to be consumed  
on the premises;
- 12 (2) Catering, banquet, box lunch service, and similar establishments which  
13 prepare food for consumption on or off the premises;
- 14 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer  
15 parks, office or loft buildings, and similar establishments offering rental  
16 of living, business, or commercial quarters;
- 17 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,  
18 homes for the aged, and similar establishments offering board or lodging  
in addition to medical, surgical, nursing, convalescent, aged, or child care;
- 19 (5) Private schools, colleges, or universities, and similar establishments which  
20 provide board or lodging in additional to educational facilities;
- 21 (6) Establishments contracting for development, maintenance or cleaning of  
22 grounds; maintenance or cleaning of facilities and/or quarters of  
commercial units and living units; and
- 23 (7) Establishments providing veterinary or other animal care services.

24  
25 Wage Order, § 2(P). At all relevant times during the applicable limitations period, Defendants,  
26 Plaintiff, and all of the Class Members were covered by the Wage Order because Defendants  
27 operated, and Plaintiff, and all of the Class Members, worked for one or more apartments houses.  
28 Accordingly, Plaintiff and all of the other Class Members are entitled to the protections the Wage  
Order provides.



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19. On approximately June 14, 2024, Defendants began to employ Plaintiff in Los Angeles in the position of hourly, non-exempt housekeeper. Defendants continuously employed her in that capacity until on or about December 16, 2024 when her employment ended.

20. At all relevant times, Defendants issued wages to Plaintiff and all of the other Class Members on a biweekly (26 paychecks/year) basis and paid them on an hourly basis. At all relevant times, Defendants classified Plaintiff and all of the other Class Members as non-exempt employees and entitled to the protections of the Labor Code and the Wage Order.

21. Defendants failed to compensate Plaintiff and all of the other Class Members for all hours worked at the applicable minimum or regular rates of pay. Defendants required Plaintiff and the other Class Members to work for about 25 minutes each day without pay and off the clock, though Defendants did not pay Plaintiff and the other Class Members for the time. Defendants also required them to work through meal periods while clocked out.

22. Defendants failed to compensate Plaintiff and all of the other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. Defendants required Plaintiff and the other Class Members to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, Defendants required Plaintiff and the other Class Members to work for about 25 minutes each day without pay and off the clock, though Defendants did not pay Plaintiff and the other Class Members for the time. They also required them to work through meal periods while clocked out.

23. At all relevant times, Defendants failed to compensate Plaintiff and all of the other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. Defendants required Plaintiff and the other Class Members to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, Defendants required Plaintiff and the other Class Members to work for about 25 minutes each day without pay and off the clock, though Defendants did not pay Plaintiff and the other Class Members for the time. They also required them to work through meal periods while clocked out.

24. At all relevant times, Defendants failed to provide Plaintiff and all of the other

1 Class Members with all timely, 30-minute, off-duty meal periods. Defendants scheduled Plaintiff  
2 and the other Class Members to clock out for a meal period but then interrupted this period with  
3 work. This left no time for unpaid, duty free, 30-minute meal periods. Defendants also failed to  
4 pay premium wages for days on which they failed to provide Plaintiff and all of the other Class  
5 Members with meal periods as required by law.

6 25. At all relevant times, Defendants failed to authorize and permit Plaintiff and all of  
7 the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked  
8 or major portion thereof. Defendants scheduled Plaintiff and the other Class Members to work all  
9 day with the exception of one hour during which it expected them to clock out for a meal period.  
10 This left no time for paid, duty free, 10-minute rest periods. Defendants also failed to pay premium  
11 wages for days on which they failed to authorize and permit Plaintiff and all of the other Class  
12 Members to take rest breaks as required by law.

13 26. At all relevant times, Defendants required Plaintiff and all of the other Class  
14 Members to incur certain business expenses in the course of performing their duties. Defendants  
15 required Plaintiff and all of the other Class Members to supply mobile phones to perform their  
16 job duties. However, Defendants did not provide these items and did not reimburse Plaintiff and  
17 the other Class Members for these items. Defendants required Plaintiff and the other Class  
18 Members to use their personal mobile phones to perform their job duties, including recording  
19 their work time on an application Defendants required Plaintiff and the other Class Members to  
20 install, though Defendants did not reimburse Plaintiff and the other Class Members for such  
21 mobile phone use and did not provide an alternative to use of personal mobile phones to perform  
22 their job duties.

23 27. At all relevant times, Defendants failed to issue to Plaintiff and all of the other  
24 Class Members complete and accurate wage statements that state all hours worked at the correct  
25 rates of pay, and all wages earned. Defendants knowingly and intentionally failed to state on the  
26 wage statements they issued to Plaintiff and all of the other Class Members the unpaid wages  
27 discussed above. The wage statements fail to state all minimum wages earned, all regular wages  
28 earned, all overtime wages earned, all meal period premium wages earned, all rest break premium  
wages earned, and other required information. The wage statements also fail to state the full and



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complete name of the legal entity that is the employer.

28. Defendants also failed to timely pay Plaintiff and all of the other Class Members all earned wages as described above during and at the conclusion of employment.

29. Defendants failed to maintain accurate employee records of Plaintiff and all of the other Class Members.

30. At all relevant times, Defendants unlawfully deducted wages belonging to Plaintiff and all of the other Class Members.

31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practices and policies, Plaintiff and the Class Members were:

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

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE CORRECT RATES**

**Lab. Code §§ 221, 510, 1194, 1197, and 1198**

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

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

33. At all relevant times, Plaintiff and the Class Members have been non-exempt



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employees and entitled to the protections of both the Labor Code and the Wage Order.

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

34. Section 2 of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

35. Section 3 of the Wage Order states:

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

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

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.



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1           36.     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           37.     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           38.     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           39.     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           40.     Labor Code section 1198 makes it unlawful for an employer to employ an  
22 employee under conditions that violate the Wage Order.

23           41.     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           42.     As discussed above, at all relevant times during the applicable limitations period,  
Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including,  
but not limited to minimum, regular, overtime and doubletime wages for all minimum, regular,  
overtime and doubletime hours, respectively, that they worked at the correct rates of pay.

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



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

44. As a result of Defendants' unlawful conduct, Plaintiff and the other Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid the full amount of wages earned during each pay period during the applicable limitations period.

45. Pursuant to Labor Code section 1194, Plaintiff, on behalf of herself and Class Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts subject to proof.

**B. UNLAWFUL WAGE DEDUCTIONS**

46. Under Labor Code § 221, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants deducted wages from the wages earned by Plaintiff and all of the other Class Members for the work they performed during their clocked-out meal periods in violation of Labor Code § 221.

47. 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' deduction of wages belonging to Plaintiff and the other Class Members in violation of California law.

**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**Lab. Code §§ 226.7 and 512**

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

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

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

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



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

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

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

An employer shall not employ an employee for a work period of more than 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.

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

**Meal Periods**

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

(B) 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.



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

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

8                   (c)     If an employer fails to provide an employee a meal period  
9                             or rest period in accordance with a state law, including, but  
10                            not limited to, an applicable statute or applicable  
11                            regulation, standard, or order of the Industrial Welfare  
12                            Commission, the Occupational Safety and Health  
13                            Standards Board, or the Division of Occupational Safety  
14                            and Health, the employer shall pay the employee one  
15                            additional hour of pay at the employee's regular rate of  
16                            compensation for each work day that the meal or rest  
17                            period is not provided.

18           54.     Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the  
19     Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day  
20     they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled  
21     to a second 30-minute meal period when they worked more than 10 hours in a workday.

22           55.     Defendants intentionally failed to provide Plaintiff and the Class Members with  
23     all required 30-minute duty free meal periods in accordance with the Wage Order. Defendants  
24     scheduled Plaintiff and the other Class Members to clock out for a meal period but then  
25     interrupted this period with work. This left no time for unpaid, duty free, 30-minute meal periods.

26           56.     At all relevant times, Defendants failed to provide Plaintiff and the Class Members  
27     with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members  
28     their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants  
29     failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class  
30     Members with timely meal periods.

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



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1 employer shall pay the employee one (1) hour of pay at the  
2 employee's regular rate of compensation for each work day that  
the rest period is not provided.

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

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

9 (c) If an employer fails to provide an employee a meal period  
10 or rest period in accordance with a state law, including, but  
11 not limited to, an applicable statute or applicable  
12 regulation, standard, or order of the Industrial Welfare  
13 Commission, the Occupational Safety and Health  
14 Standards Board, or the Division of Occupational Safety  
15 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.

16 65. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be  
17 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period  
18 of work, or major fraction thereof.

19 66. Defendants intentionally failed to authorize and permit Plaintiff and the Class  
20 Members to take all 10-minute rest periods free from any work duties in accordance with the  
21 Wage Order.

22 67. As discussed above, at all relevant times, Defendants failed to authorize and permit  
23 Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to  
24 pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize  
25 and permit Plaintiff and the other Class Members to take timely rest periods.

26 68. At all relevant times, Defendants failed to authorize and permit Plaintiff and the  
27 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major  
28 fraction thereof. Defendants did not seek an exemption from the rest period protections of the  
Wage Order from the California Division of Labor Standards Enforcement. Moreover,



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1 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed  
2 to authorize and permit them to take 10-minute rest periods every four hours worked or major  
3 fraction thereof.

4 69. Plaintiff is informed and believes and thereon alleges that, at all relevant times  
5 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy  
6 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to  
7 take all rest breaks required by California law.

8 70. Defendants failed to provide Plaintiff with all required rest breaks in accordance  
9 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times  
10 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy  
11 which resulted in Defendants not providing the Class Members with all rest breaks required by  
12 California law.

13 71. Defendants failed to pay Plaintiff the additional wages required by California  
14 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and  
15 thereon alleges that, at relevant times within the applicable limitations period, Defendants have  
16 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the  
17 Class Members with additional wages for all rest breaks not provided to them as required by  
18 California Labor Code § 226.7.

19 72. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have  
20 suffered damages in amounts subject to proof to the extent they were not paid additional wages  
21 owed for all rest breaks not provided to them.

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

#### **FOURTH CAUSE OF ACTION**

#### **FAILURE TO INDEMNIFY**

#### **Lab. Code § 2802**

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

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



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

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

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

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

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

- A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage



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1 statement pursuant to California Labor Code § 226(a);

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

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

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

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

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

14 85. As alleged herein, at all relevant times during the applicable limitations period,  
15 Defendants violated California Labor Code section 226 because they did not properly and  
16 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,  
17 the corresponding number of hours worked at each rate by the employee and other requirements  
18 of California Labor Code section 226. Defendants failed to state in the wage statements they  
19 issued to Plaintiff and the other Class Members all their hours worked and wages earned,  
20 including, but not limited to, regular and overtime wages for work they performed off-the-clock  
21 after clocking-out (as described above). The wage statements fail to state all minimum wages  
22 earned, all regular wages earned, all overtime wages earned, all meal period premium wages  
23 earned, all rest break premium wages earned, and other required information. The wage  
24 statements also fail to state the full and complete name of the legal entity that is the employer.

25 86. Defendants’ failure to provide Plaintiff and the other Class Members with accurate  
26 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and  
27 the other Class Members with accurate wage statements but intentionally provided wage  
28 statements that Defendants knew were not accurate.

87. As a result of being provided with inaccurate wage statements by Defendants,



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

## 10 **SIXTH CAUSE OF ACTION**

### 11 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

12 **(Lab. Code §§ 201, 202, and 203)**

13 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

15 89. At all relevant times during the applicable limitations period, Plaintiffs and the  
16 Class have been non-exempt employees of Defendants and entitled to the benefits and protections  
17 of California Labor Code §§ 201–203, and the Wage Order.

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

20 91. Labor Code § 202 provides that all earned and unpaid wages of an employee who  
21 quits after providing at least 72-hours notice before quitting are due and payable at the time of  
22 quitting and that all earned and unpaid wages of an employee who quits without providing at least  
23 72-hours notice before quitting are due and payable within 72 hours.

24 92. Defendants failed to pay Plaintiff and all of the other Class Members whose  
25 employment ended all of the earned but unpaid wages described above by the conclusion of their  
26 employment with Plaintiff, including minimum wages, regular wages, overtime wages,  
27 doubletime wages, unprovided meal period premium wages, unprovided rest break premium  
28 wages.

93. By failing to pay such earned wages to Plaintiff and the Class Members,



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Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

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

95. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

### **SEVENTH CAUSE OF ACTION**

#### **UNFAIR COMPETITION**

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

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

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

97. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

98. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

99. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages, missed meal period premium wages, missed rest period premium wages, phone expenses, unlawfully deducted wages, and comparable money and property.

100. Pursuant to California Business & Professions Code § 17203, Plaintiff and the



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1 Class Members are entitled to restitution of all monies rightfully belonging to them that  
2 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business  
3 practices.

4 101. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in  
5 connection with their unfair competition claims pursuant to California Code of Civil Procedure §  
6 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

### 7 **EIGHTH CAUSE OF ACTION**

#### 8 **CIVIL PENALTIES**

9 **(Lab Code §§2698, *et seq.*)**

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

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

12 103. The "Aggrieved Employees" are all members of the Class defined above who  
13 Defendants employed during the period beginning May 29, 2024 and ending on the date that final  
14 judgment is entered in this action.

15 104. Labor Code § 204 states

16 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,  
17 or 204.2, earned by any person in any employment are due and payable twice  
18 during each calendar month, on days designated in advance by the employer as the  
19 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any  
20 calendar month shall be paid for between the 16th and the 26th day of the month  
21 during which the labor was performed, and labor performed between the 16th and  
22 the last day, inclusive, of any calendar month, shall be paid for between the 1st  
23 and 10th day of the following month. ...

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

27 (2) An employer is in compliance with the requirements of subdivision (a) of  
28 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.



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105. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

106. Labor Code section 1174, which also pertains to recordkeeping, states:  
Every person employing labor in this state shall

...

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

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall 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 years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

107. Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) 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).

108. 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.



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(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.

...

(E) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

109. Defendants failed to compensate Plaintiff and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum and overtime wages earned, and all meal and rest break premium wages earned. As a result, Defendants have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period.

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

111. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

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

113. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars



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1 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars  
2 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation  
3 (penalty amounts established by California Labor Code § 210).

4 B. For violations of California Labor Code § 226(a), twenty-five dollars (\$25)  
5 for each aggrieved employee per pay period for violation of paragraphs (1) to (7), inclusive, or  
6 paragraph (9) of subdivision (a) of Section 226 if the employee could promptly and easily  
7 determine from the wage statement alone the accurate information specified by subdivision (a) of  
8 Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section  
9 226, the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for  
10 each aggrieved employee per pay period if the employee would not be confused or misled about  
11 the correct identity of their employer or, if their employer is a farm labor contractor, the legal  
12 entity that secured the services of that employer (penalty amounts established by California Labor  
13 Code § 2699(f)(2)).

14 C. For violations of California Labor Code §§ 510 and 512, fifty dollars  
15 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for  
16 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts  
17 established by California Labor Code § 558).

18 D. For violations of California Labor Code § 1197, one hundred dollars  
19 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred  
20 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period  
21 (regardless of whether the initial violations were intentionally committed) (penalty amounts  
22 established by California Labor Code § 1197.1).

23 E. For violations of California Labor Code § 1174, \$500 for Each Aggrieved  
24 employee for each violation of Labor Code section 1174 (penalties set by Labor Code  
25 section 1174.5).

26 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,  
27 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period.  
28 The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if  
either of the following are met: (i) Within the five years preceding the alleged violation, the



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1 agency or any court issued a finding or determination to the employer that its policy or practice  
2 giving rise to the violation was unlawful or (ii) The court determines that the employer's conduct  
3 giving rise to the violation was malicious, fraudulent, or oppressive (penalty amounts established  
4 by California Labor Code § 2699(f)(2)).

5 114. Plaintiff has complied with the procedures for bringing suit specified in California  
6 Labor Code § 2699.3. By a letter dated May 29, 2025, Plaintiff filed a written notice online with  
7 the Labor and Workforce Development Agency ("LWDA") and gave written notice by certified  
8 mail to Defendants of the specific provisions of the California Labor Code alleged to have been  
9 violated, including the facts and theories to support the alleged violations. A true and correct copy  
10 of the notice to the LWDA is attached as **Exhibit A**. Plaintiff accompanied her LWDA notice  
11 with a fee in the amount of \$75.00 each. The LWDA has failed to take action in response within  
12 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipate that the LWDA will  
13 provide written notice to Plaintiff informing her that it does not intend to investigate these  
14 allegations.

15 115. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved  
16 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in  
17 connection with their claims for civil penalties.

## 18 19 **V. PRAYER FOR RELIEF**

20 116. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for  
21 relief and judgment against Defendants as follows:

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

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

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

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

E. Liquidated damages;



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- 1 F. Statutory penalties, including waiting time penalties;
- 2 G. Civil penalties;
- 3 H. Restitution;
- 4 I. Declaratory relief;
- 5 J. Actual damages;
- 6 K. Pre-judgment interest;
- 7 L. Costs of suit;
- 8 M. Reasonable attorneys' fees; and
- 9 N. Such other relief as the Court deems just and proper.

10 **VI. DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on  
 12 all issues so triable.

13 Respectfully submitted,

THE SPIVAK LAW FIRM

15 Dated: August 4, 2025

By:   
 \_\_\_\_\_  
 DAVID G. SPIVAK,  
 CAROLINE TAHMASSIAN,  
 Attorneys for Plaintiff(s), KARLA  
 ARACELY PLAINTIFF, and all others  
 similarly situated



SPIVAK LAW  
 EMPLOYEE RIGHTS

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# **EXHIBIT A**



# THE SPIVAK LAW FIRM

EMPLOYEE RIGHTS

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**\*SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL\***

May 29, 2025

Attn: PAGA Administrator  
Labor and Workforce Development Agency  
<http://dir.tflaforms.net>  
*Via Electronic Submission*

Re: Karla Araceli Mejia Molina / Four Seasons

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Karla Araceli Mejia Molina (hereafter “Mejia Molina” or “Complainant”) provides notice that Four Seasons Landscape And Property Services Inc, a California corporation, and related entities (collectively “the Four Seasons Employers” or “the Employers”) violated her rights and those of all other individuals the Four Seasons Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, including housekeepers, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Mejia Molina hereby provides this notice to the Labor & Workforce Development Agency and the Four Seasons Employers and their agents and representatives.

At all relevant times, the Four Seasons Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Mejia Molina and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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### **Statement of Facts**

On approximately June 14, 2024, the Four Seasons Employers began to employ Mejia Molina in Los Angeles in the position of hourly, non-exempt housekeeper. The Four Seasons Employers continuously employed her in that capacity until on or about December 16, 2024 when her employment ended.

At all relevant times, the Four Seasons Employers issued wages to Mejia Molina and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them . At all relevant times, the Four Seasons Employers classified Mejia Molina and all of the other Aggrieved Employees as protections of the Labor Code and the Wage Order.

The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clocked out.

The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clocked out.

The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees at the correct rates of pay for all hours over the first eight hours of the seventh day of the workweek. The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for

about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clocked out.

At all relevant times, the Four Seasons Employers failed to provide Mejia Molina and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Four Seasons Employers scheduled Mejia Molina and the other Aggrieved Employees to clock out for a meal period but the interrupted this period with work. This left no time for unpaid, duty free, 30-minute meal periods. The Four Seasons Employers also failed to pay premium wages for days on which they failed to provide Mejia Molina and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Four Seasons Employers failed to authorize and permit Mejia Molina and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Four Seasons Employers scheduled Mejia Molina and the other Aggrieved Employees to work all day with the exception of one hour during which it expected them to clock out for a meal period. This left no time for paid, duty free, 10-minute rest periods. The Four Seasons Employers also failed to pay premium wages for days on which they failed to authorize and permit Mejia Molina and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Four Seasons Employers required Mejia Molina and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Four Seasons Employers required Mejia Molina and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Four Seasons Employers did not provide these items and did not reimburse Mejia Molina and the other Aggrieved Employees for these items. The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to use their personal mobile phones to perform their job duties, including recording their work time on an application the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to install, though the Four Seasons Employers did not reimburse Mejia Molina and the other Aggrieved Employees for such mobile phone use and did not provide an alternative to use of personal mobile phones to perform their job duties.

At all relevant times, the Four Seasons Employers failed to issue to Mejia Molina and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Four Seasons Employers knowingly and intentionally failed to state on the wage statements they issued to Mejia Molina and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, , all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Four Seasons Employers also failed to timely pay Mejia Molina and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Four Seasons Employers failed to maintain accurate employee records of Mejia Molina and all of the other Aggrieved Employees.

For the reasons stated herein, Mejia Molina alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Four Seasons Employers failed to pay Mejia Molina and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Four Seasons Employers failed to provide Mejia Molina and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Four Seasons Employers failed to authorize and permit Mejia Molina and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees at one hour's pay for each day in which the Four Seasons Employers failed to provide them with one or more meal periods as required by law;

- (e) The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees at one hour's pay for each day in which the Four Seasons Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Four Seasons Employers failed to indemnify Mejia Molina and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Four Seasons Employers knowingly and intentionally failed to provide Mejia Molina and all of the other Aggrieved Employees with accurate and complete wage statements;
- (h) The Four Seasons Employers willfully failed to timely pay Mejia Molina and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Four Seasons Employers and when their employment ended; and
- (i) The Four Seasons Employers failed to maintain accurate employment records pertaining to Mejia Molina and all of the other Aggrieved Employees.

Accordingly, Mejia Molina now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Four Seasons Employers' alleged violations of the Labor Code and the Wage Order.

### **The Wage Order**

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Four Seasons Employers, Mejia Molina, and all of the Aggrieved Employees were covered by the Wage Order because the Four Seasons Employers operated, and Mejia Molina, and all of the Aggrieved Employees, worked for one or more apartments houses. Accordingly, Mejia Molina and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

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**Failure To Pay Wages For All Hours Worked At The Correct**  
**Rates of Pay**  
**(Lab. Code §§ 510, 1194, 1197, and 1198)**

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

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

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to

attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half ( $1\frac{1}{2}$ ) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half ( $1\frac{1}{2}$ ) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) 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 (7<sup>th</sup>) consecutive day of work in a workweek; and
- (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.

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

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clocked out.

The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clocked out.

The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to work for about 25 minutes each day without pay and off the clock, though the Four Seasons Employers did not pay Mejia Molina and the other Aggrieved Employees for the time. They also required them to work through meal periods while clock out.

At all relevant times during the applicable limitations period, the Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, and overtime, wages for all hours they worked at the correct rates of pay. Accordingly, Mejia Molina now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

**Failure to Provide Meal Periods**  
**(Lab. Code §§ 226.7, 512, and 1198)**

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

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

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30

minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .

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

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.

At all relevant times, the Four Seasons Employers failed to provide Mejia Molina and all of the other Aggrieved Employees with all timely meal periods. The Four Seasons Employers denied Mejia Molina and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Four Seasons Employers scheduled Mejia Molina and the other Aggrieved Employees to clock out for a meal period but the interrupted this period with work. This left no time for unpaid,

duty free, 30-minute meal periods. Furthermore, the Four Seasons Employers failed to pay premium wages for days on which they failed to provide Mejia Molina and all of the other Aggrieved Employees with timely meal periods. Accordingly, Mejia Molina now seeks civil penalties for these Labor Code violations that the Four Seasons Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Failure to Authorize and Permit Rest Periods**  
**(Lab. Code §§ 226.7 & 1198)**

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

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.

The Four Seasons Employers failed to authorize and permit Mejia Molina and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Four Seasons Employers did not seek an

exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Four Seasons Employers scheduled Mejia Molina and the other Aggrieved Employees to work all day with the exception of one hour during which it expected them to clock out for a meal period. This left no time for paid, duty free, 10-minute rest periods. Moreover, the Four Seasons Employers failed to pay Mejia Molina and all of the other Aggrieved Employees premium wages on workdays the Four Seasons Employers failed to provide Mejia Molina and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Mejia Molina now seeks civil penalties for these Labor Code violations that the Four Seasons Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Failure to Reimburse for Expenses**  
**(Lab. Code §§ 1198 and 2802)**

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

Additionally, the Wage Order states,

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

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided

and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Four Seasons Employers required Mejia Molina and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Four Seasons Employers required Mejia Molina and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Four Seasons Employers did not provide these items and did not reimburse Mejia Molina and the other Aggrieved Employees for these items. The Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to use their personal mobile phones to perform their job duties, including recording their work time on an application the Four Seasons Employers required Mejia Molina and the other Aggrieved Employees to install, though the Four Seasons Employers did not reimburse Mejia Molina and the other Aggrieved Employees for such mobile phone use and did not provide an alternative to use of personal mobile phones to perform their job duties. Accordingly, Mejia Molina seeks civil penalties for these Labor Code violations that the Four Seasons Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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**Failure to Provide Accurate and Complete Wage Statements**  
**(Lab. Code § 226)**

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the Four Seasons Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned,

the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Four Seasons Employers failed to state in the wage statements they issued to Mejia Molina and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Four Seasons Employers knowingly and intentionally failed to state on the wage statements they issued to Mejia Molina and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Mejia Molina seeks civil penalties for the Labor Code violations that the Four Seasons Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

**Failure to Timely Pay Wages During Employment**  
**(Lab. Code § 204)**

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) 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. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the Four Seasons Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Mejia Molina now

seeks civil penalties for the Labor Code violations that the Four Seasons Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

**Failure to Timely Pay Wages Upon Termination of Employment**  
**(Lab. Code §§ 201, 202, and 203)**

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Four Seasons Employers failed to pay Mejia Molina and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Mejia Molina, including minimum wages, regular wages, overtime wages, , unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Mejia Molina and all of the other Aggrieved Employees as set forth above at the end of employment, the Four Seasons Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Mejia Molina seeks civil penalties from the Four Seasons Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

**Failure to Maintain Accurate Employment Records**  
**(Lab. Code §§ 1174 & 1198)**

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

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall 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 years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) 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).

Section 7 of 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.

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

The Four Seasons Employers failed to compensate Mejia Molina and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Four Seasons Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Mejia Molina and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Mejia Molina seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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*LWDA / The Four Seasons Employers*  
*Re: Karla Aracely Mejia Molina*  
*May 29, 2025*  
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### **Conclusion**

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Karla Araceli Mejia Molina will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Karla Araceli Mejia Molina

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