

09/24/2025

By: C. Raybould Deputy

MARALLE MESSRELIAN (SBN 316974)

maralle@mmlawapc.com

MM LAW, APC

500 N. Brand Blvd., Suite 2000

Glendale, CA 91203

Telephone (818) 810-7747

Facsimile (818) 230-9018

Attorneys for Plaintiff,

SONIA V. MENDIETA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

(UNLIMITED JURISDICTION)

SONIA V. MENDIETA,

Plaintiff,

vs.

CHE GARIBALDI, INC., a California
corporation; EDUARDO HERNANDEZ, an
individual; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: **25CV022926**

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Unlawful Tip Collection (Lab. Code §§ 351, 353)
- 6) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 9) Failure to Provide Personnel Records;
- 10) Failure to Provide Pay Records;
- 11) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 12) Retaliation Under Labor Code Section 1102.5;
- 13) Wrongful Constructive Discharge in Violation of Public Policy; and

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

JURY TRIAL DEMANDED

COMES NOW Plaintiff, SONIA V. MENDIETA (hereafter “Plaintiff”), and
complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against CHE GARIBALDI, INC., a California corporation; EDUARDO HERNANDEZ, an individual, and DOES 1-25, inclusive (collectively “CHE GARIBALDI” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Sacramento because Defendants CHE GARIBALDI, INC., a California corporation; EDUARDO HERNANDEZ, an individual, and DOES 1-25, inclusive, do business in the County of Sacramento and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Sacramento is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff Sonia V. Mendieta is a resident of Sacramento, California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant CHE GARIBALDI, INC. is a corporation organized and existing under the laws of California and a citizen of California based on Plaintiff’s information and belief.

5. Defendant EDUARDO HERNANDEZ is a citizen of California based

1 on Plaintiff's information and belief.

2 6. In relevant part, Labor Code section 558.1 states:

3 (a) Any employer or other person acting on behalf of an employer, who violates,
4 or causes to be violated, any provision regulating minimum wages or hours and
5 days of work in any order of the Industrial Welfare Commission, or violates, or
6 causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
7 held liable as the employer for such violation.

8 (b) For purposes of this section, the term "other person acting on behalf of an
9 employer" is limited to a natural person who is an owner, director, officer, or
10 managing agent of the employer, and the term "managing agent" has the same
11 meaning as in subdivision (b) of Section 3294 of the Civil Code.

12 7. Based on Plaintiff's information and belief, Defendant EDUARDO
13 HERNANDEZ is a natural person, and an owner, director, officer, and/or managing agent of
14 CHE GARIBALDI, INC., who directly or indirectly, or through his agent, employed or
15 exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved
16 Employees (defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees
17 for his violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7,
18 1194, and 2802 pursuant to Labor Code section 558.1.

19 8. The "Aggrieved Employees" are all current and former non-exempt or hourly
20 paid employees who worked for Defendants in California during the relevant time period
21 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
22 General Act of 2004 ("PAGA").

23 9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
24 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
25 is informed and believes and thereon alleges that said defendants are legally responsible for the
26 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
27 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
28 defendants when ascertained.

10 10. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining Defendants, and in doing the things hereinafter alleged, were acting within the

1 course and scope of such agency or employment, and with the approval and ratification of each
2 of the other Defendants.

3 11. Plaintiff is informed and believes and thereon alleges that each and every one of
4 the acts and omissions alleged herein were performed by, and/or are attributable to, all
5 Defendants, each acting as agents and/or employees, and/or under the direction and control of
6 each of the other Defendants, and that said acts and failures to act were within the course and
7 scope of said agency, employment, and/or direction and control.

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

12 **GENERAL ALLEGATIONS**

13 13. CHE GARIBALDI began to employ Plaintiff in or around February 2009 to
14 work at its Taqueria Garibaldi restaurant located at 1841 Howe Ave., Ste. A, Sacramento, CA
15 95825. During her employment tenure, Plaintiff's job titles included server and cashier.
16 Plaintiff generally worked Wednesday to Sunday from approximately 3:00/4:00 p.m. to
17 10:00/11:00 p.m. Plaintiff's employment ended on or around April 10, 2025.

18 14. At all relevant times, CHE GARIBALDI has issued wages to Plaintiff and all of
19 the other Aggrieved Employees on a weekly basis and paid her by the hour. At all relevant
20 times, CHE GARIBALDI has classified Plaintiff and all of the other Aggrieved Employees as
21 non-exempt employees entitled to the protections of the Labor Code and the Wage Order.
22 Plaintiff's latest rate of pay was approximately \$16.50 per hour.

23 15. CHE GARIBALDI has failed to pay Plaintiff and the other Aggrieved
24 Employees for all time worked or subject to its control. There was no formal clock-in/clock-out
25 and timekeeping system at the workplace, and, as such, Plaintiff and all of the other Aggrieved
26 Employees were not paid for all hours worked. CHE GARIBALDI would not only round down
27 but would also shave off hours from the actual timesheets, resulting in less pay for Plaintiff and
28 others and also constituting a minimum wage violation. Furthermore, to the extent Plaintiff and

1 the Aggrieved Employees have worked through their meal periods and those meal periods were
2 interrupted, they were not compensated for that time, which would be akin to a minimum wage
3 violation.

4 16. CHE GARIBALDI failed to pay Plaintiff and the Aggrieved Employees
5 properly-calculated overtime wages even though they worked more than 8 hours per day and/or
6 40 hours per week throughout their employment. Plaintiff's and the Aggrieved Employees'
7 actual work hours (including the "off the clock" hours mentioned above) entitled them to
8 overtime compensation. However, CHE GARIBALDI did not compensate Plaintiff and the
9 Aggrieved Employees with the correct amount of overtime. It was not company policy to keep
10 accurate track of all hours worked and to pay employees the accurate amount of overtime,
11 especially since the "off the clock" work was not factored into the equation. Furthermore, any
12 incentive payments and/or bonus payments were not factored into the employees' regular rate
13 of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus
14 and/or incentive payments were not factored into the correct meal and rest break premium pay
15 per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

16 17. In addition, the Aggrieved Employees were not given accurate tips to which
17 they were entitled in violation of California Labor Code Section 351 and 353.

18 18. CHE GARIBALDI has failed to provide all compliant meal periods and
19 authorize and permit all compliant rest periods to which Plaintiff and the other Aggrieved
20 Employees were entitled. Plaintiff is entitled to take off-duty, uninterrupted 30-minute meal
21 periods before the fifth hour of work and to take uninterrupted 10-minute rest periods for every
22 four hours or major fraction thereof worked. Due to the workload and press of business,
23 Plaintiff and the other Aggrieved Employees would not be able to take timely, uninterrupted
24 meal periods before the 5th hour worked. Plaintiff and the other Aggrieved Employees did not
25 clock in or clock out for meal periods or note when they were able to take a meal period on
26 their written timesheets (there was no electronic timekeeping system). As such, CHE
27 GARIBALDI did not keep track of Plaintiff's and the Aggrieved Employees' meal periods. Per
28 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially show

1 an employee took a compliant meal period, a rebuttable presumption arises that the employer
2 failed to provide it, giving rise to a meal period violation. When Plaintiff and the other
3 Aggrieved Employees tried to take a meal period (which was often late), CHE GARIBALDI
4 management or the other staff would interrupt them with requests for assistance or questions
5 about work related matters. In fact, ownership would instruct Plaintiff not to take her meal
6 period when it was busy, but to take it later in the day. Similarly, CHE GARIBALDI never
7 authorized Plaintiff to take her 10 minute rest breaks. Compliant meal and rest breaks were
8 definitively not part of CHE GARIBALDI's culture, especially in a fast-paced restaurant
9 environment. On information and belief, CHE GARIBALDI did not provide premium wages to
10 Plaintiff for these meal and rest break violations; if CHE GARIBALDI did provide premium
11 wages, they were not paid at the correct rate, as explained above.

12 19. CHE GARIBALDI has failed to reimburse Plaintiff and the other Aggrieved
13 Employees for the business expenses they incurred in direct consequence of the discharge of
14 their duties. During her employment, CHE GARIBALDI required Plaintiff and the other
15 Aggrieved Employees to use their own personal cell phones to communicate with management
16 concerning work matters and scheduling. In addition, Plaintiff had to purchase masks to wear at
17 work. However, CHE GARIBALDI did not reimburse Plaintiff and the other Aggrieved
18 Employees for these mobile phone and PPE expenses. Accordingly, CHE GARIBALDI was in
19 violation of California Labor Code sections 2800 and 2802.

20 20. CHE GARIBALDI has failed to pay Plaintiff and the other Aggrieved
21 Employees all wages due to them within any time period specified by California Labor Code
22 section 204, including the minimum wages and overtime as described above as well as
23 meal/rest break premiums.

24 21. CHE GARIBALDI has not provided Plaintiff and the other Aggrieved
25 Employees accurate, itemized wage statements. Wage statements must include all hours
26 worked, overtime hours worked, all applicable hourly rates, the correct legal name and correct
27 address of employer entity, gross wages earned, all deductions, net wages earned,
28 reimbursement for business expenses, the correct start and end of the applicable pay period, the

1 employee ID numbers or social security numbers, among other items. Labor Code § 226(a)(2).
2 CHE GARIBALDI issued wage statements that inaccurately reflected total hours worked, gross
3 and net wages earned, and the number of hours worked at each hourly rate because of CHE
4 GARIBALDI's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1),
5 (2), (5), (9).

6 22. CHE GARIBALDI has also violated Labor Code section 558 and engaged in
7 business practices which violate Business and Professions Code Section 17200.

8 23. Moreover, Plaintiff would have individual causes of action against CHE
9 GARIBALDI for retaliation in violation of Labor Code Section 1102.5 and wrongful
10 constructive discharge, among others. In or around March 2025, Plaintiff reported supervisor
11 Gerardo's hostile and harassing behavior towards her to ownership/management. In response,
12 CHE GARIBALDI retaliated against Plaintiff and reduced Plaintiff's work schedule. The
13 hostile work environment and reduced work hours caused Plaintiff a great deal of anxiety and
14 stress and made it difficult for Plaintiff to continue working there. Consequently, Plaintiff was
15 forced to quit her job on or around April 10, 2025.

16 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

27 27. Section 3 of the Wage Order states:

28 (A) Daily Overtime - General Provisions

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

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

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

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

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

32 29. Labor Code section 510 states:

33 Eight hours of labor constitutes a day's work. Any work in excess
34 of eight hours in one workday and any work in excess of 40
35 hours in any one workweek and the first eight hours worked on
36 the seventh day of work in any one workweek shall be
37 compensated at the rate of no less than one and one-half times the
38

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

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

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

16 32. California Labor Code § 1198 makes it unlawful for an employer to employ an
17 employee under conditions that violate the Wage Order.

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

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

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

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

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

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

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST BREAKS**

8 **(Lab. Code §§ 226.7 and 1198)**

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

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

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

14 40. Labor Code § 1198 states,

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

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

19 Rest Periods:

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

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

the rest period is not provided.

42. 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.

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

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

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

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

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

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

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

3 49. Labor Code § 1198 states,

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

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

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

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

16 Meal Periods:

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

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

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

1 workday.

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

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

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

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

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

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

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

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

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

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

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

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

1 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
2 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
3 of performing her duties.

4 62. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
5 expenditures and losses and interest due and owing to within three years (3) of the date of the
6 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
7 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

8 **FIFTH CAUSE OF ACTION**

9 **UNLAWFUL TIP COLLECTION**

10 **(Lab. Code §§ 351 and 353)**

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

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

13 64. During all times relevant herein, Defendants unlawfully collected tips meant for
14 its employees, such as Plaintiff.

15 65. Labor Code section 351 makes it illegal for an employer to collect tips paid or
16 left for the employee and mandates that such tips are the employees' property.

17 66. Labor Code section 353 requires every employer to keep accurate records of all
18 gratuities received, whether received directly from the employee or indirectly by means of
19 deductions from the wages of the employee or otherwise.

20 67. By Defendants unlawfully collecting tips from Plaintiff and not maintaining
21 records showing tips received and paid to Plaintiff, Defendants violated California Labor Code
22 Section 351 and 353. Therefore, Plaintiff demands return of all tips unlawfully collected from
23 her within three years of the filing of this complaint.

24 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

3 70. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
4 that accurately reflected all information required by Labor Code Section 226, including but not
5 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
6 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
7 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
8 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
9 California Labor Code Section 226(a).

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

16 72. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
17 sustained damages, including loss of earnings, in an amount to be established at trial. As a
18 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
19 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
20 and attorney's fees pursuant to statute.

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

24 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

17 80. Under this cause of action, Plaintiff also prays for attorney's fees and costs
18 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
19 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

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

23 **EIGHTH CAUSE OF ACTION**

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

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

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

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

28 83. California Labor Code Section 204 establishes the fundamental right of all

1 employees in the State of California to be paid wages in a timely fashion for their work.

2 84. At all times relevant during the liability period, Defendants failed to pay
3 Plaintiff the full amount of all owed wages when due as required by California Labor Code
4 Section 204.

5 85. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
6 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
7 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
8 worked, including the minimum wage, overtime hours, double time hours, and premium pay
9 for missed meal and rest breaks.

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

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

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

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

21 89. Labor Code section 1198.5 dictates "every current and former employee, or his
22 or her representative, has the right to inspect and receive a copy of the personnel records that
23 the employer maintains relating to the employee's performance or to any grievance concerning
24 the employee."

25 90. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
26 employer shall make the contents of those personnel records available for inspection to the
27 current or former employee, or his or her representative, at reasonable intervals and at
28 reasonable times..." On information and belief, Defendants intentionally failed to provide

1 Plaintiff with personnel records when requested by Plaintiff via letter on May 6, 2025, as
2 required by law. Plaintiff requested her personnel records in accordance with California Labor
3 Code section 1198.5(k) on May 6, 2025 via certified U.S. mail.

4 91. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
5 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
6 suffered and continues to suffer substantial losses related to Defendants' failure to provide
7 personnel records.

8 92. Plaintiff seeks all available remedies for Defendants' violations including, but
9 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
10 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
11 amount of \$750.00, along with costs and attorney's fees.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE PAY RECORDS**

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

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

16 94. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
17 current and former employees the right to inspect or copy records pertaining to their
18 employment, upon reasonable request to the employer..."

19 95. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
20 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
21 pertaining to a current or former employee shall comply with the request as soon as practicable,
22 but no later than 21 calendar days from the date of the request." On information and belief,
23 Defendants intentionally failed to provide Plaintiff with pay records when requested by
24 Plaintiff via letter, on May 6, 2025, and as required by law. Plaintiff requested her pay records
25 in accordance with California Labor Code section 226 on May 6, 2025, via U.S. certified mail.
26 Defendants failed to provide Plaintiff with an opportunity to inspect or copy her pay records
27 within 21 days.

28 96. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered

1 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
2 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
3 amount of \$750.00, along with costs and attorney's fees.

4 97. Plaintiff seeks all available remedies for Defendants' violations including, but
5 not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

6 **ELEVENTH CAUSE OF ACTION**

7 **CIVIL PENALTIES**

8 **(Lab. Code §§ 2698, *et seq.*)**

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

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

11 99. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
12 2004 ("PAGA") because she was employed by Defendants during the applicable statutory
13 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
14 Plaintiff seeks to recover on her own behalf, on behalf of the State of California, and on behalf
15 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
16 PAGA, plus reasonable attorney's fees and costs.

17 100. During the applicable time period, Defendants violated California Labor Code
18 §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197,
19 1198, and 2802.

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

23 102. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
24 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'
25 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558,
26 558.1, 1102.5, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
27 following amounts:

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

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 violation (penalty amounts
3 established by California Labor Code § 210).

4 B. For violations of California Labor Code § 226(a), two hundred fifty
5 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
6 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
7 established by California Labor Code § 226.3).

8 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
9 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
10 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
11 established by California Labor Code § 558).

12 D. For violations of California Labor Code § 1174, five hundred dollars
13 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
14 California Labor Code § 1174.5).

15 E. For violations of California Labor Code § 1197, one hundred dollars
16 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
17 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
18 per pay period (regardless of whether the initial violations were intentionally committed)
19 (penalty amounts established by California Labor Code § 1197.1).

20 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 351,
21 353, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
22 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
23 Employee per pay period for each subsequent violation (penalty amounts established by
24 California Labor Code § 2699(f)(2)).

25 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
26 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
27 Code §1102.5 during the applicable limitations period in the following amounts: For violations
28 of California Labor Code § 1102.5, an amount not to exceed \$10,000 for each violation by

1 Defendants of California Labor Code § 1102.5(b)(c), as well as attorney's fees and costs under
2 Labor Code § 2699(g) (penalty amounts established by California Labor Code § 1102.5(f)).

3 103. Plaintiff has complied with the procedures for bringing suit specified in
4 California Labor Code § 2699.3. By letter dated May 6, 2025, Plaintiff filed written notices
5 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
6 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
7 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
8 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
9 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
10 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
11 intend to investigate these allegations.

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

15 **TWELFTH CAUSE OF ACTION**

16 **RETALIATION**

17 **(Lab. Code § 1102.5)**

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

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

20 106. According to Labor Code section 1102.5, subdivision (b),

21 An employer, or any person acting on behalf of the employer, shall not retaliate
22 against an employee for disclosing information, or because the employer
23 believes that the employee disclosed or may disclose information, ... to a
24 person with authority over the employee or another employee who has the
25 authority to investigate, discover, or correct the violation or noncompliance,...
26 if the employee has reasonable cause to believe that the information discloses a
27 violation of state or federal statute, or a violation of or noncompliance with a
28 local, state, or federal rule or regulation, regardless of whether disclosing the
information is part of the employee's job duties.

107. According to Labor Code section 1102.5, subdivision (c), an employer may not

1 retaliate against an employee for refusing to participate in an activity that would result in a
2 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
3 or regulation.

4 108. This statute reflects the broad public policy interest in encouraging workplace
5 whistleblowers to report unlawful acts without fearing retaliation.

6 109. Defendants were employers for purposes of California law.

7 110. Plaintiff was an employee of Defendants, performing work on behalf of
8 Defendants.

9 111. During her employment tenure, Plaintiff complained about Supervisor
10 Gerardo's bullying and harassing behavior with the expectation that Defendants would
11 investigate and correct the violations.

12 112. Defendants retaliated against Plaintiff for her complaints by reducing her hours
13 and turning her work environment into a hostile one. Plaintiff's work environment became
14 intolerable, especially since her hours were reduced and her pay was not enough to support her
15 family. Consequently, Plaintiff was forced to quit her employment on or around April 10,
16 2025.

17 113. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
19 to, loss of income (past and future), loss of employment benefits (past and future), general and
20 compensatory damages (past and future), mental pain and anguish and emotional distress (past
21 and future), and will continue to suffer in the future, in an amount to be proved at trial.

22 114. Plaintiff requests all available relief under Labor Code § 1102.5 including
23 damages and the imposition of civil penalties of \$10,000 for each violation as well as
24 attorney's fees.

25 115. The foregoing conduct engaged in by Defendants and each of their directors,
26 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
27 ratified, and carried on with a conscious and willful disregard of their workers' right to work
28 in an environment free of retaliation and labor code violations, so as to justify the imposition

1 of punitive damages to punish and set an example of said Defendants.

2 **THIRTEENTH CAUSE OF ACTION**

3 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

4 **(By Plaintiff against Defendant CHE GARIBALDI, INC.)**

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

6 117. Plaintiff was employed by Defendants.

7 118. Defendants, acting by and through their officers, directors, managing agents, or
8 supervisory employees, intentionally created or knowingly permitted the retaliation and hostile
9 working conditions that were so intolerable and aggravated at the time of the resignation of
10 Plaintiff that a reasonable employer would realize that a reasonable person in the position of
11 Plaintiff would be compelled to resign.

12 119. Plaintiff was forced to resign from her employment because Defendants' acts of
13 retaliation created an intolerable working environment. A reasonable person under the same
14 circumstances, faced with the same or similar conduct, would have resigned.

15 120. Plaintiff was harmed.

16 121. The working conditions created by Defendants were a substantial factor in
17 causing Plaintiff's harm.

18 122. Plaintiff's employment was constructively wrongfully terminated in violation of
19 the fundamental public policies of the State of California with respect to retaliating against an
20 employee for making complaints about harassment and mistreatment at the workplace.
21 Plaintiff's work environment became intolerable, especially since her hours were significantly
22 reduced and her pay was not enough to support her family. Consequently, Plaintiff was forced
23 to quit her employment on or around April 10, 2025.

24 123. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
26 loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

124. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation and labor code violations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

FOURTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff against Defendant CHE GARIBALDI, INC.)

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

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

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

128. The unlawful conduct of Defendants alleged herein amounts 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, among other things, refrain from retaliatory practices and prevent retaliation, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest periods, indemnify them for all business expenses incurred during the course of performing their duties, including, but not limited to, mobile phone expenses, and pay them all wages earned.

129. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all

1 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
2 failed to reimburse Plaintiff for all expenses he incurred in the course of performing her duties.

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

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

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

12 **PRAYER FOR RELIEF**

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

- 14 1. For compensatory damages including lost past and future wages, commissions, and all
15 other sums of money, including employment benefits, together with interest on said
16 amounts, and any other economic injury to Plaintiff, according to proof;
- 17 2. For general damages according to proof;
- 18 3. For special and consequential damages to the extent allowed by law;
- 19 4. For punitive and exemplary damages against Defendant CHE GARIBALDI, INC. in an
20 amount subject to proof;
- 21 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
22 subject to proof at trial;
- 23 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
24 7. proof at trial;
- 25 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
28 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

- 1 10. For maximum civil penalties available under the Labor Code and applicable Wage
2 Order against Defendants as described more particularly in the Complaint;
- 3 11. For restitution and disgorgement for all unfair business practices by Defendant CHE
4 GARIBALDI, INC. against Plaintiff in an amount according to proof;
- 5 12. For an order enjoining Defendant CHE GARIBALDI, INC. from further unfair and
6 unlawful business practices in violation of Business and Professions Code Sections
7 17200, et seq.;
- 8 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
9 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
10 damages, damages, penalties, and waiting time penalties according to proof to the
11 extent permitted by law;
- 12 14. For the imposition of civil penalties and/or statutory penalties;
- 13 15. For all interest as allowed by law;
- 14 16. For all costs and disbursements incurred in this suit;
- 15 17. Reasonable attorney's fees where available by law, including but not limited to,
16 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
17 and/or other applicable laws; and
- 18 18. For such other and further relief as this Court may deem proper.

19 **DEMAND FOR JURY TRIAL**

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

21
22 Dated: September 24, 2025

MM LAW, APC

23
24 By Maralle Messrelian
25 Maralle Messrelian, Esq.
26 Attorney for Plaintiff,
27 SONIA V. MENDIETA
28