

1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Daniel Ginzburg (327338)
4 dan@frontierlawcenter.com
5 eservice@frontierlawcenter.com
6 **FRONTIER LAW CENTER**
7 6200 Canoga Ave., Suite 470
8 Woodland Hills, CA 91367
9 Telephone: (818) 914-3433
10 Facsimile: (818) 914-3433

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/30/2025 8:40 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Leyva, Deputy Clerk

11 Attorneys for Plaintiff CHARMAINE TRENISE BELL,
12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 CHARMAINE TRENISE BELL, individually
16 and on behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 SOUTHERN CALIFORNIA CROSSROADS, a
20 California Non-Profit Corporation; and DOES 1
21 through 100,

22 Defendant(s).

Case No. **25NWCV03490**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay All Hours Worked
4. Wage Statement Penalties
5. Waiting Time Penalties
6. Violation of Unfair Competition Law
7. Violation of California Labor Code § 204 - Late Payment of Wages
8. Violation of Labor Code §§ 200, 204, 221, 223 - Failure to Pay Promised Wage Increase
9. Violations of the California Equal Pay Act (Labor Code § 1197.5) and Federal Equal Pay Act (29 U.S.C. § 206(d))
10. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **RELEVANT PARTIES**

2 1. Plaintiff Charmaine Trenise Bell (“Plaintiff”) is an adult resident of Los Angeles County,
3 California, and was at all times relevant residing in Los Angeles County, California.

4 2. Defendant Southern California Crossroads (“Defendant”) is a California Non-profit
5 corporation with its principal place of business located in Los Angeles County, California.
6 Defendant is registered to and does conduct business in the State of California and is subject to the
7 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
8 occurred while they were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as “Defendants”.

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in Los Angeles County because the acts and omissions that give
19 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
20 business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
22 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
23 such conduct within Los Angeles County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants’ employee.

26 7. Plaintiff was employed by Defendants from on or about August 2021 through on or about
27 January 13, 2025.

28 ///

1 8. Plaintiff's job duties included overseeing six case managers who engaged patients that had
2 been victimized by violent crimes, connecting clients to mental health services and other resources,
3 preparing monthly reports, handling timesheets, and providing professional and emotional support
4 for her team.

5 9. Plaintiff was paid on an hourly basis at a rate of \$28 per hour.

6 10. Defendant paid employees twice monthly on the 15th and 30th of each month.

7 11. In or about February 2024 and March 2024, Defendant failed to pay Plaintiff's wages within
8 the timeframe required by California law.

9 12. On one occasion, Defendant paid Plaintiff's wages 10 days late, which was three days
10 beyond the expected payment date.

11 13. Defendant provided no late payment penalties to Plaintiff despite these violations.

12 14. On or about July 31, 2024, Plaintiff was promised a wage increase from \$28 to \$30 per hour,
13 which was reflected in her personnel file.

14 15. Plaintiff reasonably relied on this promise and believed she was receiving the increased rate.

15 16. In or about January 2025, Plaintiff discovered that Defendant had failed to implement the
16 promised raise as reflected in her pay records.

17 17. Defendant eventually provided retroactive payment for the wage differential but did so
18 without interest or penalties as required by law.

19 18. In or about January 2025, Plaintiff was required to work for 2 to 2.5 hours during her lunch
20 break assisting a client without clocking in.

21 19. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff regularly
22 worked through meal periods and frequently assisted others during her breaks. Despite not being
23 provided with compliant meal breaks, Defendant did not pay premium pay for these missed breaks
24 at Plaintiff's regular rate of pay.

25 20. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was often
26 working at events or off site and not allowed to take a break. Despite not being provided with
27 compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's
28 regular rate of pay.

21. Defendants failed to pay Plaintiff for all hours worked because Plaintiff received work calls before clocking in or after hours lasting approximately 15-20 minutes.

22. Plaintiff was unable to properly track her time when working in the field because the ADP app's geographic limitations prevented proper time tracking.

23. In or about December 2024, Plaintiff discovered that a male subordinate under her supervision was earning more than her \$28 per hour rate while performing similar duties.

24. Plaintiff had previously been told that \$28 was the maximum pay rate for her project, which proved to be false. This information was confirmed by Jerry, a project coordinator for Spa 7 on the RVPC project.

25. Defendants failed to provide Plaintiff with accurate wage statements because the wage statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other things.

26. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

29. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

1 30. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
4 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
5 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
6 to any other penalties to which the employee may be entitled.

7 31. On June 9, 2025, Plaintiff provided written notice by online filing to the LWDA and by
8 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
9 by Defendants, including the facts and theories to support the alleged violations.

10 32. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
11 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
12 PAGA Penalties on behalf of all Aggrieved Employees.

13 33. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
14 and former, who were employed by Defendants within one year prior to June 9, 2025, through final
15 disposition of this action.”

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Compliant Meal Periods**

18 **By Plaintiff Against All Defendants**

19 34. Plaintiff incorporates by reference the paragraphs above.

20 35. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
21 employee for a work period of more than five hours per day without providing the employee with a
22 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
23 without providing the employee with a second meal period of not less than 30 minutes”.

24 36. An employer provides compliant meal breaks to its employees “if it relieves its employees
25 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
26 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
27 1004, 1040 (2012)).

28 ///

1 37. Not only must an employer affirmatively relieve its employees of all duty during their meal
2 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
3 (*Brinker*, supra).

4 38. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

5 39. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
10 break was missed.

11 41. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Compliant Rest Periods**

15 **By Plaintiff Against All Defendants**

16 42. Plaintiff incorporates by reference the paragraphs above.

17 43. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
18 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
19 per four hours or major fraction thereof.

20 44. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
21 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
22 5th 257, 269 (2016)).

23 45. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

24 46. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
25 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
26 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
27 11 Cal. 5th 858 (2021)).

28 ///

1 47. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
2 break was missed.

3 48. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
4 penalties, attorney fees, and costs.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay for All Hours Worked**

7 **By Plaintiff Against All Defendants**

8 49. Plaintiff incorporates by reference the paragraphs above.

9 50. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
10 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
11 40 hours in a workweek.

12 51. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

13 52. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
14 penalties, attorney fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Wage Statement Penalties**

17 **By Plaintiff Against All Defendants**

18 53. Plaintiff incorporates by reference the paragraphs above.

19 54. Labor Code section 226(a) requires employers to provide itemized wage statements to its
20 employees that identify accurate information regarding their compensation. Defendants, as a matter
21 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
22 statements to Plaintiff in violation of Labor Code section 226(a).

23 55. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
24 and incomplete.

25 56. Defendants knowingly and intentionally issued wage statements that were inaccurate and
26 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
27 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 57. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **FIFTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 58. Plaintiff incorporates by reference the paragraphs above.

7 59. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 60. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 61. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 62. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **SIXTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 63. Plaintiff incorporates by reference the paragraphs above.

22 64. Defendants' conduct described herein constitutes unfair competition.

23 65. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 66. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 67. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204 - Late Payment of Wages**

3 **By Plaintiff Against All Defendants**

4 68. Plaintiff incorporates by reference the paragraphs above.

5 69. At all times mentioned herein, Defendant was Plaintiff's employer within the meaning of
6 California Labor Code § 200, et seq.

7 70. At all times mentioned herein, Plaintiff was Defendant's employee within the meaning of
8 California Labor Code § 200, et seq.

9 71. California Labor Code § 204 requires employers to pay wages to employees at least twice
10 monthly, with specific timing requirements for payment after the close of each payroll period.

11 72. Defendant established a regular payroll schedule requiring employees to submit timesheets
12 on the 16th and 1st (or 31st) of each month, with payment typically occurring within seven (7) days
13 thereafter.

14 73. In or about February 2024 and March 2024, Defendant failed to pay Plaintiff's wages within
15 the timeframe required by California Labor Code § 204.

16 74. On at least one occasion, Defendant paid Plaintiff's wages ten (10) days after timesheet
17 submission, which was three (3) days beyond the expected payment date under Defendant's
18 established payroll schedule.

19 75. These late payments occurred on at least two (2) separate occasions during 2024.

20 76. Defendant failed to provide any late payment penalties or additional compensation to
21 Plaintiff despite these violations.

22 77. As a direct and proximate result of Defendant's violations of Labor Code § 204, Plaintiff has
23 suffered damages and is entitled to penalties as provided by law.

24 78. Pursuant to California Labor Code § 210, Plaintiff is entitled to a penalty of \$100 for the
25 first violation and \$200 for each subsequent violation, plus costs and reasonable attorney's fees.

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 200, 204, 221, 223 - Failure to Pay Promised Wage Increase**

3 **By Plaintiff Against All Defendants**

4 79. Plaintiff incorporates by reference the paragraphs above.

5 80. At all times mentioned herein, Defendant was Plaintiff's employer within the meaning of
6 California Labor Code § 200, et seq.

7 81. On or about July 31, 2024, Defendant's authorized representatives promised Plaintiff a wage
8 increase from \$28.00 per hour to \$30.00 per hour, effective in or about September 2024.

9 82. Plaintiff fulfilled all conditions precedent to receive said wage increase, including continued
10 employment, satisfactory performance of job duties, and any other requirements imposed by
11 Defendant.

12 83. In or about January 2025, Plaintiff discovered that Defendant had failed to implement the
13 promised wage increase as reflected in her pay records and paystubs.

14 84. Upon reviewing her pay records, Plaintiff discovered that she had received the promised
15 \$30.00 per hour rate on only one occasion during the entire period from September 2024 through
16 January 2025.

17 85. Defendant's failure to implement the promised wage increase resulted in Plaintiff being
18 underpaid by \$2.00 per hour for all hours worked from in or about September 2024 through January
19 2025.

20 86. By failing to pay Plaintiff the agreed-upon increased wage, Defendant breached the parties'
21 agreement and violated California Labor Code provisions, including but not limited to:

- 22 - Section 200 and 204, requiring timely payment of all earned wages;
23 - Section 221, prohibiting employers from unlawfully withholding or collecting wages that
24 are rightfully earned; and
25 - Section 223, prohibiting secret underpayment of wages agreed upon.

26 87. Defendant's conduct in promising the wage increase, failing to implement it, and failing to
27 provide adequate compensation for the delay constitutes a breach of the employment agreement
28 and/or the covenant of good faith and fair dealing.

1 88. As a direct and proximate result of Defendant's failure to pay the promised wage increase,
2 Plaintiff suffered damages including unpaid wages, interest, and other compensation.

3 89. Plaintiff is entitled to recover the unpaid wages, interest thereon, statutory penalties,
4 attorneys' fees, and costs of suit pursuant to California Labor Code §§ 218.5, 1194, and other
5 applicable provisions.

6 **NINTH CAUSE OF ACTION**

7 **Violations of the California Equal Pay Act (Labor Code § 1197.5) and Federal Equal Pay Act**
8 **(29 U.S.C. § 206(d))**

9 **By Plaintiff Against All Defendants**

10 90. Plaintiff incorporates by reference the paragraphs above.

11 91. At all times mentioned herein, Defendant was Plaintiff's employer within the meaning of
12 California Labor Code § 200, et seq., and the federal Fair Labor Standards Act.

13 92. California Labor Code § 1197.5 prohibits employers from paying employees less than
14 employees of the opposite sex for substantially similar work, when viewed as a composite of skill,
15 effort, and responsibility, and performed under similar working conditions.

16 93. The federal Equal Pay Act, 29 U.S.C. § 206(d), similarly prohibits employers from
17 discriminating on the basis of sex by paying employees of one sex less than employees of the
18 opposite sex for equal work requiring equal skill, effort, and responsibility performed under similar
19 working conditions.

20 94. Throughout Plaintiff's employment with Defendant, Plaintiff worked as a Case Manager
21 Supervisor at Defendant's facilities in Lynwood and Gardena, California.

22 95. Plaintiff's job duties included overseeing six case managers, engaging patients who had been
23 victimized by violent crimes, connecting clients to mental health services and other resources,
24 preparing monthly reports, handling timesheets, and providing professional and emotional support
25 for her team.

26 96. During Plaintiff's employment, Defendant employed a male employee who worked under
27 Plaintiff's direct supervision and performed substantially similar work requiring substantially
28 similar skill, effort, and responsibility under similar working conditions.

1 97. In or about December 2024, Plaintiff discovered that the male subordinate under her
2 supervision was earning more than Plaintiff's rate of \$28.00 per hour despite performing
3 substantially similar duties and working under Plaintiff's supervision.

4 98. Defendant had previously represented to Plaintiff that \$28.00 per hour was the maximum
5 pay rate available for employees working on her project, which representation proved to be false.

6 99. At the time of this discovery, Plaintiff held a supervisory position over the male employee,
7 requiring greater skill, effort, and responsibility than the male employee's position.

8 100. Despite Plaintiff's supervisory role and greater responsibilities, Defendant paid the male
9 employee more than Plaintiff for substantially similar work performed under similar working
10 conditions at the same establishment.

11 101. Defendant's conduct in paying Plaintiff less than her male subordinate constitutes unlawful
12 sex-based wage discrimination in violation of both California Labor Code § 1197.5 and the federal
13 Equal Pay Act.

14 102. Defendant cannot justify the wage differential based on any legitimate factors such as
15 seniority, merit, quantity or quality of production, or any other factor other than sex.

16 103. This wage disparity existed for a substantial period during Plaintiff's employment, from at
17 least the time the male employee began his employment through the end of Plaintiff's employment
18 in January 2025.

19 104. As a direct and proximate result of Defendant's violations, Plaintiff suffered damages in the
20 form of lost wages and benefits.

21 105. Defendant's violations were willful, entitling Plaintiff to liquidated damages equal to the
22 amount of unpaid wages.

23 106. Plaintiff is entitled to recover the wage differential between her compensation and that of the
24 male comparator employee, plus liquidated damages, interest, costs, and reasonable attorney's fees.

25 **TENTH CAUSE OF ACTION**

26 **Private Attorneys General Act**

27 **By Plaintiff and the Aggrieved Employees Against All Defendants**

28 107. Plaintiff incorporates by reference the paragraphs above.

1 108. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
2 violation(s) of the Labor Code.

3 109. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

4 110. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
5 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
6 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

7 111. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
8 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
9 the penalties in Labor Code section 2699 apply.

10 112. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
11 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
12 sections 1197.1 and 2699 apply.

13 113. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
14 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
15 and 2699 apply.

16 114. With respect to violations of Labor Code section 203 for failure to pay all wages due to
17 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
18 Labor Code section 2699 apply.

19 115. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
20 to Labor Code section 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

23 **First Cause of Action**

- 24 1. Damages and/or penalties pursuant to Labor Code section 226.7
25 2. Interest
26 3. Attorneys' fees
27 4. Costs
28 5. Other relief the court deems proper

1 Second Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code section 226.7
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Third Cause of Action

- 8 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
9 2. Liquidated damages
10 3. Interest
11 4. Attorneys' fees
12 5. Costs
13 6. Other relief the court deems proper

14 Fourth Cause of Action

- 15 1. Penalties pursuant to Labor Code section 226
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Fifth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Sixth Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Seventh Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
- 3 2. Penalties pursuant to Labor Code §§ 210, 225.5
- 4 3. Interest
- 5 4. Attorneys' fees
- 6 5. Costs
- 7 6. Other relief the court deems proper

8 Eighth Cause of Action

- 9 1. Restitution and disgorgement of all wrongfully withheld wages
- 10 2. Penalties pursuant to Labor Code §§ 210, 225.5
- 11 3. Interest
- 12 4. Attorneys' fees
- 13 5. Costs
- 14 6. Other relief the court deems proper

15 Ninth Cause of Action

- 16 1. Restitution of all wrongfully withheld wages
- 17 2. Liquidated damages
- 18 3. Penalties pursuant to Labor Code § 1197.5(k)
- 19 4. Interest
- 20 5. Attorneys' fees
- 21 6. Costs
- 22 7. Other relief the court deems proper

23 Tenth Cause of Action

- 24 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 25 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 26 violate the California Labor Code in the manner alleged herein
- 27 3. Attorneys' fees
- 28 4. Costs

1 5. Other relief the court deems proper

2
3 DATED: September 30, 2025

4 *Daniel Ginzburg*
5 DANIEL GINZBURG
6 Attorney for Plaintiff
7 CHARMAINE TRENISE BELL,
8 individually and on behalf of all
9 others similarly situated
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: September 30, 2025



DANIEL GINZBURG
Attorney for Plaintiff
CHARMAINE TRENISE BELL,
individually and on behalf of all
others similarly situated