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7 Attorneys for Plaintiff, SUSANA BELTRAN, as an aggrieved employee, and on behalf
of all other aggrieved employees,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10
11 SUSANA BELTRAN, as an aggrieved
employee, and on behalf of all other aggrieved
12 employees under the labor Code Private
Attorneys' General Act of 2004,

13 Plaintiff,

14
15 v.

16
17 SANSMARK INC., a California corporation,
doing business as "Randy's Donuts"; and
18 DOES 1 through 100, inclusive,

19 Defendants.
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CASE NO.: **25STCV28341**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff SUSANA BELTRAN (“Ms. Beltran” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against SANSMARK INC., doing business as “Randy’s Donuts” (“SANSMARK”), and any of its respective subsidiaries or affiliated companies within the State of California, (SANSMARK, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1, 1102.5, 1197.5, 1198, 1198.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of

1 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
2 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
3 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
4 employ numerous Aggrieved Employees in Los Angeles County.

5 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
6 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
7 County of Los Angeles because Defendants transact business within this judicial district and conduct
8 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
9 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
10 where the defendants committed Labor Code violations against some of its employees].)

11 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
12 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
13 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
14 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
15 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
16 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
17 aggrieved current and former employees of Defendants during the Civil Penalty Period.

18 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
19 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
20 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
21 PAGA allegations described herein is not required.

22 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
23 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510,
24 512, 558.1, 1102.5, 1182.12, 1194, 1197, 1197.5, 1198, 1198.5, and 2802, among others.

25 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
26 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
27 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

1 9. On or around July 24, 2025, Plaintiff provided written notice pursuant to Labor Code
2 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
3 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
4 by certified mail, with return receipt requested to Defendants, and each of them.

5 10. To the extent that any of the Defendants previously used the notice and cure
6 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
7 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
8 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
9 using the early evaluation conference process under Labor Code section 2699.3(f).

10 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
11 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
12 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
13 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

14 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
15 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
16 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
17 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
18 penalties pursuant to Labor Code section 2699(g)(1)-(3).

19 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
20 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
21 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
22 penalties pursuant to Labor Code section 2699(h)(1)-(3).

23 14. Insofar as the LWDA or a court has issued a finding or determination as to the
24 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
25 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
26 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
27 have unlawfully committed some or all of the above-referenced Labor Code violations, said
28 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections

1 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
2 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
3 serving of Plaintiff's PAGA Notice.

4 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
5 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
6 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
7 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
8 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
9 receipt of Plaintiff's PAGA Notice.

10 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the July 24, 2025, postmarked date of the herein-described notice sent by Plaintiff
13 to the LWDA and Defendants.

14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
17 California in violation of California state wage and hour laws as a result of, without limitation,
18 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
19 hours per day, over forty (40) hours per week, and/or seven (7) straight workdays in a workweek
20 without paying them proper overtime wages, as a result of, without limitation, failing to accurately
21 track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay;
22 engaging, suffering, or permitting employees to work off the clock and/or being subject to
23 Defendants' control, including, without limitation, by requiring Plaintiff and other Aggrieved
24 Employees: to remain on-call while clocked out, to complete post- shift tasks after clocking out, to
25 continue working and/or attending to Defendants' work related requests during attempted meal
26 periods, to make or respond to telephone calls and/or text messages off the clock; failing to include
27 all forms of remuneration including non-discretionary bonuses, incentive pay and other forms of
28 remuneration into the regular rate of pay for the pay periods where overtime was worked and the

1 additional compensation was earned for the purpose of calculating the overtime rate of pay; and
2 editing and/or deducting of time from time entries to show less hours than actually worked, all to
3 the detriment of Plaintiff and other Aggrieved Employees.

4 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
5 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
6 worked or otherwise under Defendants' control as a result of, without limitation, failing to
7 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
8 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock;
9 requiring Plaintiff and other Aggrieved Employees: to remain on-call while clocked out, to complete
10 post-shift tasks after clocking out, to complete post-shift tasks after clocking out, to continue
11 working and/or attending to Defendants' work-related requests during attempted meal periods, to
12 make or respond to telephone calls and/or text messages off the clock; editing and/or deducting of
13 time from time entries to show less hours than actually worked, all to the detriment of Plaintiff and
14 other Aggrieved Employees.

15 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
17 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
18 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
19 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
20 providing timely meal periods; failing to provide first and second meal periods all together;
21 providing short meal periods; requiring that employees carry cellular telephones during meal
22 periods; otherwise requiring on-duty/on-call meal periods, auto-deducting meal periods that could
23 not be auto-deducted by law or during which aggrieved employees worked and failing to provide
24 compensation for such unprovided meal periods as required by California wage and hour laws.

25 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
27 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
28 completely relieved of all of their duties, including, without limitation: by failing to provide rest

1 periods all together; interrupting them; not providing them in a timely fashion; not permitting
2 employees to leave the premises; and otherwise requiring on-duty/on-call rest periods, and failing
3 to provide compensation for such unprovided rest periods as required by California wage and hour
4 laws.

5 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
7 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
8 including for, without limitation, failing to pay overtime and double time wages, minimum wages,
9 vacation/accrued paid time off wages, and premium wages, as well as making unlawful deductions
10 from wages.

11 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
13 labor performed in a timely fashion as required under Labor Code section 204.

14 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
16 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours worked at each hourly
18 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
19 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
20 calculation of gross and net wages earned, as well as gross and net wages paid.

21 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
23 including, without limitation, the costs incurred for the purchasing and laundering mandatory work
24 uniforms separately from their regular clothes, and for the purchase and maintenance of cellular
25 phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their
26 obedience to the directions of Defendants, as required by Labor Code section 2802, and other
27 statutory and common law offenses.

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1 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
3 accurate time records including wage statements and similar payroll documents under Labor Code
4 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
5 documents signed to obtain or hold employment under Labor Code section 432, personnel records
6 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
7 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
8 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

9 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
11 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
12 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
13 Code sections 201, 202, and 203.

14 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
15 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
16 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
17 any calendar month shall be paid for between the 16th and 26th day of the month during which the
18 labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
20 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
21 seven (7) calendar days following the close of the payroll period in which wages were earned.

22 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
24 experience they obtained at Defendants for purposes of competing with Defendants, including,
25 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
26 a prospective employer, and from disclosing who else works at Defendants and under what
27 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
28 and believes that this policy and/or practice violates Business and Professions Code sections 17200,

1 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
2 Code sections 232, 232.5, and 1197.5, subdivision (k).

3 29. Defendants had and have a policy or practice of preventing Plaintiff and other
4 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
5 to their managers or outside to private attorneys or government officials, among others, in violation
6 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
7 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
8 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
9 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
10 Code section 232 and 232.5.

11 30. Defendants had and have a policy or practice of preventing Plaintiff and other
12 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
13 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
14 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
15 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
16 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
17 liberty.

18 31. Defendants had and have a policy or practice of relying on the salary history
19 information of an applicant for employment as a factor in determining whether to offer employment
20 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
21 including, on Defendants' application for employment, an inquiry regarding current and/or former
22 salary history information, including, without limitation, compensation and benefits of the applicant
23 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants violated, without limitation, Labor Code section 432.3.

25 32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
26 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
27 violate the California Labor Code as described above, including on behalf of Plaintiff and other
28 Aggrieved Employees pursuant to PAGA.

1 **PARTIES**

2 **A. Plaintiff**

3 33. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
4 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
5 exempt employee, with duties that included, but were not limited to, cleaning, counting cash,
6 drawers, managing inventory, stocking and restocking merchandise, and operating the cash register.
7 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants
8 from approximately June of 2021 through January of 2025.

9 **B. Defendants**

10 34. Plaintiff is informed and believes and based thereon alleges that defendant
11 SANSMARK is, and at all times relevant hereto was, a California corporation organized and
12 existing under and by virtue of the laws of the State of California. Plaintiff is further informed and
13 believes, and based thereon alleges, that SANSMARK is authorized to, and does in fact, operate and
14 do business in the County of Los Angeles, State of California with members and managers
15 domiciled in and citizens of the State of California. At all relevant times herein, SANSMARK
16 employed Plaintiff and similarly aggrieved employees within the County of Los Angeles in the State
17 of California.

18 35. Plaintiff is informed and believes and based thereon alleges that defendant
19 SANSMARK is, and at all times relevant hereto was, a “person” as defined in Labor Code section
20 17 and Cal. Bus. & Prof. Code § 17201.

21 36. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
23 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
26 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
27 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
28 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent

1 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
2 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
3 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
4 include SANSMARK, and any of its parents, subsidiaries, or affiliated companies within the State
5 of California, as well as DOES 1 through 100 identified herein.

6 **FIRST CAUSE OF ACTION**

7 **(Violation of PAGA – Against All Defendants)**

8 37. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
9 and incorporates each by reference as though fully set forth hereat.

10 **Civil Penalties Under Labor Code § 210**

11 38. At all relevant times herein, Labor Code section 204, requires and required that:
12 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
13 between the 16th and 26th day of the month during which the labor was performed, and labor
14 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
15 between the 1st and 10th day of the following month” and for payroll periods such as those that are
16 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
17 the close of the payroll period in which wages were earned.

18 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 40. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
27 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
28 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are

1 entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the
2 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
3 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
4 violation in connection with each payment that was made in violation of Labor Code section 204 as
5 well as injunctive relief.

6 Civil Penalties Under Labor Code § 226.3

7 41. Defendants had and have a policy or practice of failing to comply with Labor Code
8 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
9 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
10 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate; and other such information as required
12 by Labor Code section 226, subdivision (a).

13 42. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
14 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
15 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
16 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
17 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

18 43. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
19 this section are in addition to any other penalty provided by law."

20 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
21 and have a policy or practice of failing to furnish non-exempt employees, including, without
22 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
23 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate; and other such information as
25 required by Labor Code section 226, subdivision (a) as alleged herein.

26 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
27 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
28 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

4 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
5 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
6 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
7 penalty as follows:

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
9 for each pay period for which the employee was underpaid in addition to an amount sufficient to
10 recover underpaid wages;

11 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to an amount
13 sufficient to recover underpaid wages;

14 (3) Wages recovered pursuant to this section shall be paid to the affected
15 employee.

16 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
18 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
19 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
20 their employment and after their employment separation, receive accurate, itemized wage
21 statements, to be provided with the opportunity to inspect employment records, be provided with
22 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
23 use of paid sick leave.

24 48. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
26 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
27 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
28 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, 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 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.”

52. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 54. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

8 55. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
9 person acting either individually or as an officer, agent, or employee of another person, who pays
10 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
11 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
12 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
13 Section 203 as follows:

14 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
15 for each underpaid employee for each pay period for which the employee is underpaid. This amount
16 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
17 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

18 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
19 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
20 regardless of whether the initial violation is intentionally committed. This amount shall be in
21 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
22 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
24 Section 203, recovered pursuant to this section shall be paid to the affected employee."

25 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
26 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
27 under Defendants' control as a result of, without limitation, failing to accurately track and/or pay
28 for all minutes and hours actually worked at their regular rate of pay that is above the minimum

1 wage; engaging, suffering, or permitting employees to work off the clock; requiring Plaintiff and
2 other Aggrieved Employees: to remain on-call while clocked out, to complete post-shift tasks after
3 clocking out, to continue working and/or attending to Defendants' work related requests during
4 attempted meal periods, to make or respond to telephone calls and/or text messages off the clock;
5 and editing and/or deducting of time from time entries to show less hours than actually worked, all
6 to the detriment of Plaintiff and other Aggrieved Employees, entitling Plaintiff and other Aggrieved
7 Employees to actual and liquidated damages.

8 57. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
12 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
13 subsequent violation.

14 Civil Penalties Under Labor Code § 2699

15 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
16 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
17 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
18 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Labor Code section 2699.3.

21 59. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
22 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
23 alleged herein.

24 60. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
27 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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61. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

REQUEST FOR JURY TRIAL

A. Plaintiff hereby requests a trial by jury.

PRAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: September 29, 2025

J. GILL LAW GROUP, P.C.

BY: /s/ Sacha Pomares

JASMIN K. GILL

ASHLIE E. FOX

SACHA POMARES

Attorneys for Plaintiff SUSANA BELTRAN,
as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,