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David W. Slayton,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

TASHA GIBBONS, an individual;

Plaintiff,

v.

SUN HILL PROPERTIES INC. d/b/a
HILTON UNIVERSAL CITY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **25STCV31123**

COMPLAINT FOR:

- 1. Sexual Harassment in Violation of Cal. Gov. § 12940(j)**
- 2. Gender Discrimination in Violation of Cal. Gov. § 12940(a)**
- 3. Retaliation in Violation of Cal. Gov. § 12940(j)**
- 4. Violation of Labor Code § 98.6 (Whistleblower Retaliation)**
- 5. Violation of Labor Code § 1102.5 (Whistleblower Retaliation)**
- 6. Negligent Supervision, Hiring, and Retention**
- 7. Failure to Take All Reasonable Steps to Prevent Harassment, Discrimination, and Retaliation in Violation of Cal. Gov. § 12940(j)(1) and (k)**
- 8. Wrongful Termination in Violation of Public Policy**
- 9. Intentional Infliction of Emotional Distress**
- 10. Failure to Pay Earned Wages (Labor Code §§ 201-204)**
- 11. PAGA Claim for Failure to Pay Earned Wages (Labor Code §§ 201-204)**
- 12. Failure To Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198)**

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- 13. PAGA Claim For Failure To Pay Overtime Compensation**
- 14. Violation of Cal. Labor Code §§ 226.7(a) and 512(a) – Unpaid Missed Meal Breaks**
- 15. PAGA Claim for Failure to Provide Meal Breaks**
- 16. Violation of Cal. Labor Code § 226(a) and 226.3 – Improper Wage Statements**
- 17. PAGA Claim for Improper Wage Statements**
- 18. Failure To Timely Pay Wages Upon Discharge And Waiting Time Penalties (Labor Code §§ 201-204 and 256)**
- 19. PAGA Claim For Failure To Timely Pay Wages Upon Discharge And Waiting Time Penalties**

JURY TRIAL DEMANDED

1 Plaintiff TASHA GIBBONS (“Plaintiff”) alleges as follows:

2 **THE SUMMARY**

3 1. Behind its glitzy veneer and nearly \$100 million in annual revenue, Defendant’s
4 Hilton Universal City has a long history of abusing and exploiting its workers. From sexual
5 harassment to wage theft to terminating employees who dare to speak up, Plaintiff brings this
6 lawsuit on her behalf and behalf of other employees whose rights Hilton Universal City has
7 violated.

8 **THE PARTIES**

9 2. Plaintiff TASHA GIBBONS is, and at all times herein mentioned was, an
10 individual residing in the County of Los Angeles, State of California.

11 3. Plaintiff is informed and believes and, on the basis of such information and belief,
12 alleges that Defendant SUN HILL PROPERTIES INC. d/b/a HILTON UNIVERSAL CITY
13 (“HILTON UNIVERSAL CITY”) is a California corporation doing business in the State of
14 California, and is, at all times hereinafter mentioned, an employer whose employees are engaged
15 in employment throughout this county, the State of California, and/or various states of the United
16 States of America.

17 4. The true names and capacities of DOES 1 through 50, inclusive, whether
18 individual, corporate, associate or otherwise, are unknown to Plaintiff at this time, who therefore
19 sues said defendants by such fictitious names, and when the true names, capacities, and
20 relationships of such defendants are ascertained, Plaintiff will ask leave of Court to amend this
21 Complaint to insert the same. Plaintiff is informed and believes and, on the basis of such
22 information and belief, alleges that each of the Defendants was in some manner legally
23 responsible for the events and happenings alleged in this Complaint and for Plaintiff’s damages.

24 5. Plaintiff is informed and believes and, on the basis of such information and belief,
25 alleges that DOES 1 through 50 are the subsidiaries, parents, affiliates, partners, agents, owners,
26 shareholders, managers, or employees of each of the named Defendants, and that they were acting
27 on behalf of each of the named Defendants at all relevant times.

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1 6. Plaintiff is informed and believes and, on the basis of such information and belief,
2 alleges that each and all of the acts and omissions alleged herein was performed by, or is
3 attributable to, Defendant HILTON UNIVERSAL CITY and/or DOES 1 through 50 (collectively,
4 “Defendants”), each acting as the agent or employee of the other, with legal authority to act on the
5 other’s behalf. The acts of any and all Defendants were in accordance with, and represent, the
6 official policy of Defendants.

7 7. At all relevant times herein mentioned, Defendants, and each of them, ratified each
8 and every act or omission complained of herein. At all relevant times herein mentioned,
9 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
10 Defendants in proximately causing the damages herein alleged.

11 8. Plaintiff is informed and believe and, on the basis of such information and belief,
12 alleges that each of said Defendants is in some manner intentionally, negligently, or otherwise
13 responsible for the acts, omissions, occurrences, and transactions alleged herein.

14 **JURISDICTION AND VENUE**

15 9. Pursuant to Cal. Civ. Proc. Code § 410.10, this Court has jurisdiction over
16 Defendants because each Defendant is a person or a business entity that is a resident and/or
17 business entity that is established, incorporated, and/or has sufficient minimum contacts with the
18 State of California so far as to render exercise of jurisdiction over Defendants consistent with
19 traditional notions of fair play and substantial justice. Further, damages exceed the jurisdictional
20 minimum of this Court.

21 10. Venue is proper in this Court, pursuant to Cal. Civ. Proc. Code § 395.5, because
22 Defendants’ liabilities and obligations to Plaintiff arose in the County of Los Angeles. The events
23 that are the subject of this action occurred within the County of Los Angeles where Defendant
24 HILTON UNIVERSAL CITY is located. Plaintiff certifies that venue lies within this judicial
25 district.

26 **ADMINISTRATIVE REMEDIES**

27 11. Plaintiff is informed and believes and, on the basis of such information and belief,
alleges that Defendants employ more than five (5) persons within the State of California and are

1 accordingly subject to the provisions of Fair Employment and Housing Act (“FEHA”), Cal. Gov.
2 Code § 12900 *et seq.*

3 12. Plaintiff was at all relevant times employees of Defendants.

4 13. On or about October 23, 2025, prior to the filing of this action, Plaintiff timely filed
5 an administrative complaint against each of the Defendants with the California Civil Rights
6 Department (“CRD”). The CRD provided Plaintiff with a Right-To-Sue Notice, dated October 23,
7 2025.

8 14. On October 23, 2025, Plaintiff served Defendants with a copy of the Right-To-Sue
9 Notices.

10 15. Plaintiff has satisfied all private, administrative, and judicial prerequisites to the
11 institution of this action, pursuant to FEHA.

12 **PAGA ALLEGATIONS**

13 16. Pursuant to California Labor Code §§ 2698 *et seq.*, the Labor Code Private
14 Attorneys General Act of 2004 (“PAGA”), Plaintiff is entitled to recover civil penalties on behalf
15 of herself and other current or former employees, including without limitation, all unpaid and/or
16 underpaid wages pursuant to the Labor Code.

17 17. Plaintiff is an “aggrieved employee” under Labor Code § 2699(c), because she was
18 employed by Defendants and suffered one or more of the violations committed by Defendants.

19 18. Plaintiff has met all of the jurisdictional requirements for proceeding with her
20 claims under the PAGA, California Labor Code §§ 2698 *et seq.*, by giving timely notice, on
21 August 5, 2025, by certified mail to Defendants and the Labor and Workforce Development
22 Agency (the “LWDA”) of her intention to proceed with the claims alleged herein.

23 19. More than sixty (60) days have passed since the date the notice was mailed to
24 Defendants and the LWDA, and the LWDA has not proceeded on Plaintiff’s behalf. Therefore,
25 pursuant to Labor Code § 2699.3, Plaintiff has the right to proceed with this action and to seek
26 civil penalties under the PAGA.

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FACTS COMMON TO ALL CAUSES OF ACTION

20. In or about 2018, Defendants hired Plaintiff for a non-exempt, hourly position as a security guard.

21. During Plaintiff's employment with Defendants, Plaintiff was subjected to inappropriate and harmful acts of sexual harassment, including, without limitation, unwanted and uninvited sexualized comments by male employees about Plaintiff's breasts; being watched, recorded, and/or stalked at Defendants' workplace by male employees; and even having Plaintiff's breasts touched and squeezed by a male employee. This conduct was engaged in by an employee named Pedro Hospedales, among others.

22. After Plaintiff complained to Defendants' managers, including ultimately to Defendants' executive Bob Chen Jr., Defendants took no action to investigate Plaintiff's claims or to protect her from future harm.

23. Instead, due to Plaintiff's complaints (including to the EEOC), Defendants retaliated against her by reducing or changing her shifts, mistreating her in the workplace, and ultimately wrongfully terminating her employment in 2025.

24. Moreover, throughout Plaintiff's employment, Defendant violated the wage and hour rights of Plaintiff and others employed by Defendants.

Defendants' Failure to Timely and Fully Pay All Earned Wages

25. Defendants repeatedly failed to timely and fully pay Plaintiff and other employees all wages that they had owed.

26. For example, on January 10, 2025, Defendants failed to make timely payroll payments to its more than 372 employees, including Plaintiff. None of Defendants' employees were paid timely on their pay day. Instead, payroll payments were delivered the following week, at least three (3) calendar days late, for all of Defendants' employees, in violation of California law. Defendants sent an email to its employees admitting this violation.

Defendants' Failure to Pay Overtime Wages

27. During the relevant time period, upon information and belief, Defendants had, and continue to have, a company-wide policy of discouraging and impeding Plaintiff and aggrieved

employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue.

28. On information and belief, this policy of limiting overtime, led Plaintiff and other aggrieved employees to work off-the-clock before and after their scheduled shift times.

29. At all times, Plaintiff and aggrieved employees remained under the control of Defendants. Defendant could have recorded this off-the-clock work, but refused to do so to avoid paying Plaintiff and aggrieved employees overtime wages.

30. Therefore, Plaintiff and aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Defendants' Failure to Provide Compliant Meal Periods

31. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the aggrieved employees regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than thirty (30) minutes without duty.

32. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants routinely failed to provide Plaintiff and aggrieved employees with such meal periods without duty, notwithstanding the fact that Plaintiff and aggrieved employees had not waived their right to the same.

33. Thus, Defendants failed to provide Plaintiff and aggrieved employees with meal periods required by California Labor Code §§ 226.7, 512, 516 and IWC Wage Order, section 11 and categorically failed to pay any and all meal period wages due.

34. Plaintiff and aggrieved employees seek damages pursuant to California Labor Code § 226.7(b) and IWC Wage Order section 1 I(D), in the amount of one additional hour of pay at the regular rate for each work day that the meal period is/was not provided to Plaintiff and any aggrieved employee, the cumulative sum of which is to be determined at trial.

35. Under the foregoing, California employers must provide meal periods and authorize and permit rest periods to all employees during their shifts. In *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016), the California Supreme Court reaffirmed that the required meal and rest periods must be “off-duty,” which means that employees must be relieved of “all

work-related duties,” including the duty to remain “on call,” and they must be “free from employer control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1038-39 (2012).

36. Yet, Defendants did and does not provide Plaintiff and aggrieved employees with meal periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the tenth hour of work, and instead, required them to continue working or stay “on call.” Meal breaks are also late, as the assigned meal period time did not take into consideration the time Plaintiff and aggrieved employees worked off the clock.

37. Thus, Defendant have failed to perform their obligations to provide Plaintiff and aggrieved employees with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work.

38. Defendants also have failed to pay Plaintiff and aggrieved employees (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

39. Defendants knew or should have known that as a result of its policies and/or practices, that Plaintiff and aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and aggrieved employees all meal period premiums when meal periods were missed, late, short, and/or interrupted.

40. Furthermore, Defendants have engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and aggrieved employees have not received all premium pay for missed, interrupted, or late meal periods.

41. Accordingly, Defendants failed to provide all meal periods in violation of California Labor Code §§ 226.7, 512(a), 516, and 1198.

Defendants’ Failure to Provide Compliant Wage Statements

42. During the relevant time period, Defendants knowingly and intentionally provided Plaintiff and other non-exempt employees with uniform, incomplete, and inaccurate wage

1 statements. For example, Defendants issued uniform wage statements to Plaintiff and aggrieved
2 employees that fail to correctly list: gross wages earned; total hours worked; net wages earned;
3 and all applicable hourly rates in effect during the pay period, including rates of pay for overtime
4 wages and/or meal and rest period premiums, and the corresponding number of hours worked at
5 each hourly rate.

6 43. Because Defendants did not record the time Plaintiff and aggrieved employees
7 spent working off-the-clock and cut meal breaks short (and therefore time for which they should
8 have been paid), and failed to provide compliant rest breaks, Defendants did not list the correct
9 amount of gross wages and net wages earned by Plaintiff and aggrieved employees in compliance
10 with California Labor Code § § 226(a)(1) and 226(a)(5), respectively.

11 44. For the same reason, Defendants failed to accurately list the total number of hours
12 worked by Plaintiff and aggrieved employees, and failed to list the applicable hourly rates of pay
13 in effect during the pay period and the corresponding accurate number of hours worked at each
14 hourly rate.

15 45. Because Defendants failed to provide the correct net and gross wages earned,
16 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
17 aggrieved employees have been prevented from verifying, solely from information on the wage
18 statements themselves, that they were paid correctly and in full.

19 46. Instead, Plaintiff and aggrieved employees have had to look to sources outside of
20 the wage statements themselves and reconstruct time records to determine whether in fact they
21 were paid correctly and the extent of underpayment, thereby causing them injury.

22 ***Facts Regarding Defendants' Willfulness***

23 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
24 and was advised by skilled lawyers, other professionals, employees with human resources
25 background and advisors with knowledge of the requirements of California wage and hour laws
26 and that at all relevant times, Defendants knew or should have known, that aggrieved employees,
27 including Plaintiff, were entitled to receive one hour of pay at the employee's regular rate of

1 compensation for each day that a meal period was not provided and were and are entitled to
2 received pay for all hours worked and accurate itemized wage statements.

3 48. Defendants' actions have devastated Plaintiff's emotional wellbeing, causing
4 Plaintiff severe anxiety, humiliation, the inability to eat, the loss of sleep, depression, and
5 emotional distress.

6 49. Moreover, Plaintiff has sustained the loss of earnings and earning capacity,
7 including without limitation, lost back and future wages.

8 50. Defendants committed the acts herein alleged maliciously and fraudulently, with
9 the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level
10 of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff
11 were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and
12 intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive
13 damages from Defendants.

14 **FIRST CAUSE OF ACTION**

15 **Sexual Harassment In Violation Of Cal. Gov. § 12940(j)(1)**

16 **(Against All Defendants)**

17 51. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
18 allegation contained in Paragraphs 1 through 49, inclusive, as though set forth in full herein.

19 52. As alleged herein, Defendants are strictly liable for the actions of its employees
20 under the principles of *respondeat superior*, as alleged herein and otherwise had advance
21 knowledge that Defendants' employees would engage in this despicable conduct, and by their
22 actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

23 53. At all relevant times, Defendants were employers within the meaning of Cal. Gov.
24 Code § 12926(d), and, as such, barred from discriminating, harassing, and/or retaliating in
25 employment decisions on the basis of gender, as set forth in Cal. Gov. Code § 12940.

26 54. At all relevant times, Plaintiff was an employee of Defendants.

27 55. As alleged herein, Defendants' employees harassed Plaintiff on the basis of her
gender, including, without limitation, unwanted and uninvited sexualized comments by male

1 employees about Plaintiff's breasts; being watched, recorded, and/or stalked at Defendants'
2 workplace by male employees; and having Plaintiff's breasts touched and squeezed by a male
3 employee..

4 56. Defendants knew or reasonably should have known of the harassers' conduct, but
5 failed to take any immediate and appropriate corrective action.

6 57. Defendants failed to exercise reasonable care to prevent and promptly correct the
7 harassing and discriminatory behavior.

8 58. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiff
9 has suffered and continue to suffer losses in earnings and job benefits, and expenses for medical
10 and psychological treatment, therapy, and counseling, in an amount to be proven at trial.

11 59. As a further direct and proximate result of Defendants' aforementioned conduct,
12 Plaintiff suffered anxiety, worry, embarrassment, humiliation, injury to her reputation, mental
13 anguish, and emotional distress, in an amount to be proven at trial. Plaintiff is further entitled to
14 recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

15 60. Defendants committed the acts herein alleged willfully, maliciously, oppressively,
16 with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the
17 level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards
18 Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold,
19 callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled,
20 pursuant to California Civil Code section 3294, to recover punitive damages from Defendants in
21 an amount sufficient to punish and set an example of Defendants for their conduct and to deter
22 Defendants and others from the commission of similar acts in the future.

23 **SECOND CAUSE OF ACTION**

24 **Gender Discrimination In Violation Of Cal. Gov. § 12940(a)**

25 **(Against All Defendants)**

26 61. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
27 allegation contained in Paragraphs 1 through 60, inclusive, as though set forth in full herein.

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1 62. As alleged herein, Defendants are strictly liable for the actions of Defendants'
2 employees under the principles of *respondeat superior*, as alleged herein and otherwise had
3 advance knowledge that Defendants' employees would engage in this despicable conduct, and by
4 their actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

5 63. At all relevant times, Defendants, and each of them, were employers within the
6 meaning of Cal. Gov. Code § 12926(d), and, as such, barred from discriminating, harassing,
7 and/or retaliating in employment decisions on the basis of gender, as set forth in Cal. Gov. Code §
8 12940.

9 64. As alleged herein, Defendants, and each of them, intentionally, knowingly, and
10 recklessly engaged in a pattern and practice of discriminating against Plaintiff on the basis of her
11 gender, by subjecting Plaintiff to harassment, hostility, and disparate treatment, on account of her
12 gender.

13 65. Defendants failed to exercise reasonable care to prevent and promptly correct the
14 racially harassing and discriminatory behavior.

15 66. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiff
16 have suffered and continue to suffer losses in earnings and job benefits, and expenses for medical
17 and psychological treatment, therapy, and counseling, in an amount to be proven at trial.

18 67. As a further direct and proximate result of Defendants' aforementioned conduct,
19 Plaintiff suffered anxiety, worry, embarrassment, humiliation, injury to her professional
20 reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiff is
21 further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest in
22 connection with this matter.

23 68. Defendants committed the acts herein alleged willfully, maliciously, oppressively,
24 with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the
25 level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards
26 Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold,
27 callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled,
pursuant to California Civil Code section 3294, to recover punitive damages from Defendants in

1 an amount sufficient to punish and set an example of Defendants for their conduct and to deter
2 Defendants and others from the commission of similar acts in the future.

3 **THIRD CAUSE OF ACTION**

4 **Retaliation in Violation of Cal. Gov. § 12940(j)**

5 **(Against All Defendants)**

6 69. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
7 allegation contained in Paragraphs 1 through 68, inclusive, as though set forth in full herein.

8 70. As alleged herein, Defendants are strictly liable for the actions of Defendants'
9 employees under the principles of *respondeat superior*, as alleged herein and otherwise had
10 advance knowledge that Defendants' employees would engage in this despicable conduct, and by
11 their actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

12 71. Defendants' harassment, discrimination and retaliation against Plaintiff because of
13 her protected activities was in violation of Government Code § 12940(h), Labor Code § 232.5,
14 and/or Title 2 California Administrative Code §§ 7287.6, 7287.7, and 7287.8, and in violation of
15 the common law in abrogation of Plaintiff's rights.

16 72. As alleged herein, Plaintiff engaged in protected activities by informing
17 Defendants' management and human resources department that she was experiencing harassment,
18 discrimination, and retaliation, by objecting to harassment, discrimination, and retaliation, and by
19 reporting illegal activities on the part of Defendants.

20 73. Subsequent to and as a result of Plaintiff's complaints to Defendants' management,
21 Defendants retaliated against Plaintiff with harassment, demotions, intimidation, changing shifts,
22 and, ultimately, wrongful termination, among other retaliatory conduct.

23 74. A causal connection exists between Plaintiff's protected activities, including her
24 complaints to Defendants' management and human resources department, and Defendants'
25 retaliatory conduct and retaliatory termination. The actions of Defendants were caused by and in
26 retaliation for the protected activities of Plaintiff, as alleged herein.

27 75. As a direct and proximate result of Defendants' conduct as described herein,
Plaintiff suffered and continues to suffer loss of earnings and other employment benefits, mental

1 and emotional distress, anxiety, humiliation, embarrassment and damage to their reputation and
2 career, the exact amount of which is currently not fully ascertained but which will be established
3 according to proof at the time of trial herein.

4 76. Defendants committed the acts herein alleged willfully, maliciously, oppressively,
5 with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the
6 level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards
7 Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold,
8 callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to
9 recover punitive damages from Defendants in an amount sufficient to punish and set an example
10 of Defendants for their conduct and to deter Defendants and others from the commission of similar
11 acts in the future.

12 **FOURTH CAUSE OF ACTION**

13 **Violation of Labor Code § 98.6 (Whistleblower Retaliation)**

14 **(Against All Defendants)**

15 77. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
16 allegation contained in Paragraphs 1 through 76, inclusive, as though set forth in full herein.

17 78. At all relevant times, Labor Code section 98.6 was in effect and was binding on
18 Defendants. As relevant, this statute prohibits Defendants from discharging, formally disciplining,
19 or otherwise discriminating or retaliating against an employee who engaged in protected activity.

20 79. Labor Code section 98.6 provides that, "A person shall not discharge an employee
21 or in any manner discriminate, retaliate, or take any adverse action against any
22 employee...because the employee...engaged in...protected activity." Cal. Labor Code § 98.6(a).

23 80. In violation of Labor code section 98.6, Defendants discriminated and retaliated
24 against Plaintiff, and otherwise took adverse employment actions against her, up to and including,
25 the termination of Plaintiff's employment as a result of her exercise of rights, as described above.

26 81. As a proximate result of Defendants' willful, knowing, and intentional and repeated
27 violations of Labor Code section 98.6, Plaintiff has suffered and continues to suffer humiliation,

1 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
2 according to proof.

3 82. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
4 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
5 Defendants.

6 83. As a result of Defendants' adverse employment actions against Plaintiff, Plaintiff
7 has suffered general and special damages in sums according to proof.

8 **FIFTH CAUSE OF ACTION**

9 **Violation of Labor Code § 1102.5 (Whistleblower Retaliation)**

10 **(Against All Defendants)**

11 84. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
12 allegation contained in Paragraphs 1 through 83, inclusive, as though set forth in full herein.

13 85. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
14 Defendants. This statute prohibits Defendants from:

15 a. Making, adopting, or enforcing any rule, regulation, or policy preventing an
16 employee from disclosing information to a government or law enforcement agency,
17 to a person with authority over the employee who has authority to investigate,
18 discover, or correct the violation or noncompliance, or from providing information
19 to, or testifying before, any public body conducting an investigation, hearing, or
20 inquiry, if the employee has reasonable cause to believe that the information
21 discloses a violation of state or federal statute, or a violation of a noncompliance
22 with a local, state, or federal rule or regulation, regardless of whether disclosing the
23 information is part of the employee's job duties.

24 b. Retaliating against an employee disclosing information, or because the employer
25 believes that the employee disclosed or may disclose information, to a government
26 or law enforcement agency, to a person with authority over the employee or another
27 employee who has the authority to investigate, discover, or correct the violation or
noncompliance, or for providing information to, or testifying before, any public

body conducting an investigation, hearing or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

- c. Retaliating against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, of federal rule or regulation

86. Here, Defendants violated each of the aforementioned subsections, after Plaintiff took part in numerous instances of protected activity described above and incorporated herein.

87. The statutes which underly Plaintiff's reasonable belief of illegality and/or the illegality include, but are not limited to: the FEHA; the California Labor Code; California Civil Code, including but not limited to, violations of Labor Code section 98.6, etc.

88. In response, Defendants retaliated against Plaintiff by discriminating against her, harassing her, and taking actions that would deter a reasonable person from making complaints, such as subjecting her to adverse employment actions, including the termination of her employment.

89. As a proximate result of Defendants' willful, knowing, and intentional violations of Labor Code section 1102.5, Plaintiff has suffered and continue to suffer humiliation, emotional distress, and mental and physical pain anguish, all to her damage in a sum according to proof.

90. As a result of Defendants' adverse employment actions against Plaintiff, Plaintiff has suffered general and special damages in sums according to proof.

91. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Labor Code section 1102.5(j), Plaintiff is entitled to recover reasonable attorneys' fees in an amount according to proof.

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SIXTH CAUSE OF ACTION

Negligent Supervision, Hiring, Training, and Retention

(Against All Defendants)

92. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 91, inclusive, as though set forth in full herein.

93. As alleged herein, Defendants are strictly liable for the actions of Defendants' employees under the principles of *respondeat superior*, as alleged herein and otherwise had advance knowledge that Defendants' employees would engage in this despicable conduct, and by their actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

94. An employer is liable for negligent supervision or retention of an employee if the employer knew or should have known that the employee created a particular risk to others; that the employee harmed the plaintiff; and that the employer's negligence in supervising or retaining the employee was a substantial factor in causing the plaintiff's harm.

95. As such, Defendants owed a duty of reasonable care to supervise their employees and to take reasonable steps to prevent them from threatening or injuring Plaintiff.

96. Defendants further owed a duty of reasonable care to exercise due care when hiring employees, training employees, and providing employees with different channels to report such incidents.

97. As alleged herein, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that employees of Defendants were engaging in the despicable conduct alleged herein.

98. Defendants, and each of them, knew or should have known that their employees had a history of engaging in unlawful or dangerous conduct that could cause injury to Plaintiff and others, yet failed to take any action to prevent such injury.

99. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct and omissions alleged herein violated Plaintiff's rights under state statutes and common law.

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100. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct alleged herein would and did proximately result in emotional distress to Plaintiff. The injuries include but are not limited to anxiety, worry, embarrassment, mental anguish, emotional distress, sleeplessness, headaches, tension, depression, and humiliation.

101. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that unless they intervened to protect Plaintiff, and adequately supervise, train, prohibit, control, regulate, discipline and/or other penalize the conduct of Defendants' employees as alleged herein, other Defendants and Defendants' employees perceived the conduct and omissions as being ratified and condoned.

102. At all relevant times, the negligent failure of Defendants to protect Plaintiff, and to supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the conduct and omissions of Defendants' employees violated Plaintiff's rights under state statutes and common law and was a substantial factor in causing Plaintiff's harm, as alleged herein.

SEVENTH CAUSE OF ACTION

Failure to Take All Reasonable Steps to Prevent Harassment and Discrimination in Violation of Cal. Gov. § 12940(j)(1) and (k)

(Against All Defendants)

103. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 102, inclusive, as though set forth in full herein.

104. As alleged herein, Defendants are strictly liable for the actions of Defendants' employees under the principles of *respondeat superior*, as alleged herein and otherwise had advance knowledge that Defendants' employees would engage in this despicable conduct, and by their actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

105. As alleged herein, Plaintiff was an employee of Defendants.

106. Plaintiff was subjected to harassment, discrimination, and retaliation in the course of her employment with Defendants.

107. As alleged herein, Defendants, and each of them, were aware of the unwelcome, severe, pervasive, and unlawful conduct of Defendants.

108. Defendants, and each of them, failed to take all reasonable steps to prevent Defendants' other employees and agents from engaging in ongoing harassment, discrimination, and retaliation.

109. In perpetrating the above-described conduct, Defendants, and each of them, engaged in a pattern, practice, policy, and custom of harassment and discrimination. Said conduct on the part of Defendants violated California Government Code § 12940(j)(1) and (k).

110. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiff suffered pain, discomfort, anxiety, embarrassment, humiliation, injury to her professional reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiff is further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest.

EIGHTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against All Defendants)

111. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 110, inclusive, as though set forth in full herein.

112. The well-established public policy of the State of California prohibits an employer from constructively terminating an employee due to the employee's age, national origin, race, or complaints about unlawful conduct. That policy is expressed in Cal. Gov. Code §§ 12900, et seq.

113. Defendants terminated Plaintiff, at least in part, due to Plaintiff's gender and/or because of Plaintiff's complaints about unlawful activities and findings of violations of such. Further, Defendants' explanations for the wrongful termination of Plaintiff are pretextual and untrue.

114. The above-described conduct of Defendants constitutes wrongful termination of Plaintiff in violation of well-established, substantial and fundamental public policies of the State of California prohibiting harassment, discrimination and harassment on account of an employee's gender.

115. As a direct and proximate result of Defendants' aforementioned conduct and the termination of Plaintiff, Plaintiff has suffered and continues to suffer losses in earnings and job

benefits, in an amount to be proven at trial.

116. As a further direct and proximate result of Defendants' aforementioned conduct and the constructive termination of Plaintiff, Plaintiff suffered anxiety, worry, embarrassment, humiliation, injury to her professional reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiff is further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest.

117. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover punitive damages from Defendants.

THIRTEENTH CAUSE OF ACTION

Ninth Infliction of Emotional Distress

(Against All Defendants)

118. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 117, inclusive, as though set forth in full herein.

119. As alleged herein, Defendants are strictly liable for the actions of Defendants' employees under the principles of *respondeat superior*, as alleged herein and otherwise had advance knowledge that Defendants' employees would engage in this despicable conduct, and by their actions and inactions ratified, Defendants authorized and condoned this unlawful behavior.

120. During Plaintiff's employment, Defendants repeatedly subjected Plaintiff to acts of discrimination, harassment, intimidation, threats, and other unlawful conduct.

121. Among other misconduct, Defendants exploited their position of authority over Plaintiff to perpetrate their reprehensible acts of misconduct. In perpetrating the acts as alleged herein, Defendants acted in an extreme and outrageous fashion.

122. Defendants' conduct as alleged herein was extreme, outrageous, and an abuse of Defendants' authority and position because it was intentionally and maliciously done to cause, and

recklessly disregarded the probability of causing, Plaintiff to suffer anxiety, worry, shock, shame, embarrassment, humiliation, mental anguish, and emotional distress.

123. Defendants knew that Plaintiff was particularly vulnerable to abuse by Defendants because of Defendants' position of authority.

124. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered severe and enduring depression, anxiety, worry, shock, shame, embarrassment, humiliation, mental anguish, and emotional distress.

125. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress.

126. Defendants committed the acts herein alleged willfully, maliciously, oppressively, with the wrongful intention of injuring Plaintiff and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiff's rights. Because the acts taken towards Plaintiff were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled, pursuant to California Civil Code section 3294, to recover punitive damages from Defendants in an amount sufficient to punish and set an example of Defendants for their conduct and to deter Defendants and others from the commission of similar acts in the future.

TENTH CAUSE OF ACTION

Failure To Pay Earned Wages (Labor Code §§ 201-204)

(Against All Defendants)

127. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 126, inclusive, as though set forth in full herein.

128. At all times herein, Labor Code § 218 authorizes employees to sue their employers directly for any wages or penalty due to them under this article of the California Labor Code.

129. Labor Code § 204 mandates, in part, that all wages, including bonuses and profit-sharing agreements, earned by any employee are due and payable by the employer.

130. During the course of Plaintiff's employment, Defendants willfully failed and refused to pay Plaintiff all wages due, including, but not limited to, regular wages, overtime, and

1 paid-time off, in violation of California Labor Code sections 201, 202, and 204.

2 131. For example, specifically, on January 10, 2025, Defendants failed to make payroll
3 payments to its 372 employees, including Plaintiff and the other aggrieved employees. None of
4 Defendants' employees were paid timely on their pay day. Instead, payments were delivered the
5 following week, not less than three (3) days late, for all of Defendants' employees. Defendants
6 sent an email to its employees admitting this violation.

7 132. However, Defendants' failure to timely pay all wages owed was not a result of
8 mistake or inadvertence, but rather constituted a knowing and intentional violation of California
9 wage and hour laws.

10 133. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
11 suffered damages in the form of unpaid wages and is entitled to recover those wages, plus interest,
12 attorneys' fees, and costs pursuant to California Labor Code section 1194.

13 134. Additionally, because Defendants willfully failed to pay all final wages upon
14 separation, Plaintiff is entitled to waiting time penalties under California Labor Code section 203,
15 in an amount equal to Plaintiff's daily wage for up to thirty (30) days.

16 **ELEVENTH CAUSE OF ACTION**

17 **PAGA Claim for Failure to Pay Earned Wages (Labor Code §§ 201-204)**

18 **(Against All Defendants)**

19 135. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
20 allegation contained in Paragraphs 1 through 134, inclusive, as though set forth in full herein.

21 136. Pursuant to Labor Code §§ 226.3 and 2699, Plaintiff seeks to recover on behalf of
22 herself and all other aggrieved persons, for Defendants' failure to provide all earned wages in
23 violation of Labor Code §§ 201 through 204, in an amount according to proof at trial pursuant to
24 Labor Code § 203 for each aggrieved employee.

25 137. Plaintiff is also entitled to attorney's fees, expenses, and costs of suit pursuant to
26 Labor Code §§ 226(3) and 2699(g)(1) for pursuing this action.

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TWELFTH CAUSE OF ACTION

Failure To Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198)

(Against All Defendants)

138. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 137, inclusive, as though set forth in full herein.

139. At all times herein set forth, Cal. Labor Code § 218 authorizes employees to sue their employers directly for any wages or penalties due to them under this article of the California Labor Code.

140. At all times herein set forth, Cal. Labor Code § 1198 provides that it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission (hereinafter, "IWC").

141. At all times herein set forth, IWC Wage Order 7-2001(3)(A), which is applicable to Plaintiff's employment by Defendants, provides that employees working more than eight (8) hours in one (1) day, and/or more than forty (40) hours in one (1) workweek, are entitled to payment at the rate of one-and-one half (1 1/2) his or her regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or more than forty (40) hours in one (1) work week. An employee who works more than twelve (12) hours in one (1) day is entitled to overtime compensation at a rate of twice his or her regular rate of pay.

142. Cal. Labor Code § 510 codifies the right to overtime compensation at the rate of one-and-one half (1 1/2) the regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or more than forty (40) hours in one (1) work week, or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular rate for hours worked in excess of twelve (12) hours in one (1) day or in excess of eight (8) hours on the seventh day of work.

143. During her employment with Defendants, Plaintiff routinely worked in excess of eight (8) hours in one (1) work day and forty (40) hours in one (1) work week.

144. However, during the relevant time period, Defendants failed and refused to pay all premium overtime wages owed to Plaintiff.

145. Defendants' failure and refusal to pay Plaintiff the unpaid balance of premium overtime compensation, as required by California law, violates the provisions of Cal. Labor Code §§ 510 and 1198, and is therefore unlawful.

146. Pursuant to Cal. Labor Code § 1194, Plaintiff is entitled to recover from Defendants Plaintiff's unpaid overtime compensation, as well as interest at the maximum legal rate, costs, and attorney's fees.

147. Pursuant to Cal. Labor Code § 558, Plaintiff is entitled to recover from Defendants fifty dollars (\$50.00) for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages and for each subsequent violation, one hundred dollars (\$100.00) for each pay period for Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.

THIRTEENTH CAUSE OF ACTION

PAGA Claim For Failure To Pay Overtime Compensation

(Against All Defendants)

148. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 147 inclusive, as though set forth in full herein.

149. Pursuant to Labor Code § 2699, Plaintiff seeks to recover civil penalties on behalf of herself and all other aggrieved persons, for Defendants' failure to provide overtime compensation, under Labor Code §§ 510 and 1198, in an amount according to proof at trial but no less than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

150. Plaintiff is also entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **Violation of Cal. Labor Code §§ 226.7(a) and 512(a) – Unpaid Missed Meal Breaks**
3 **(Against All Defendants)**

4 151. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
5 allegation contained in Paragraphs 1 through 150, inclusive, as though set forth in full herein.

6 152. At all times herein set forth, California Labor Code § 218 authorizes employees to
7 sue their employers directly for any wages or penalty due to them under this article of the
8 California Labor Code.

9 153. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall
10 require an employee to work during any meal period mandated by an applicable order of the
11 Industrial Welfare Commission (the “IWC”).

12 154. At all times herein set forth, Labor Code § 512(a) provides that an employer may
13 not employ an employee for a work period of more than five (5) hours per day without providing
14 the employee with a meal period of not less than thirty (30) minutes, except that if the total work
15 period per day is not more than six (6) hours, the meal period may be waived by mutual consent of
16 both the employer and the employee.

17 155. At all times herein set forth, Labor Code § 512(a) further provides that an employer
18 may not employ an employee for a work period of more than ten (10) hours per day without
19 providing the employee with a second meal period of not less than thirty (30) minutes, except that
20 if the total work period per day is not more than twelve (12) hours, the second meal period may be
21 waived by mutual consent of both the employer and the employee, only if the first meal period
22 was not waived.

23 156. During the relevant time period, Plaintiff was required to work in excess of five (5)
24 hours, without receiving an uninterrupted meal period of not less than thirty (30) minutes.

25 157. During the relevant time period, Plaintiff was required to work in excess of ten (10)
26 hours, without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

27 158. Defendants fostered a work environment where the taking of uninterrupted thirty
(30) minute meal breaks by their employees was prohibited because Defendants were more

1 concerned about their profit margins than their employees' welfare and rights. As such, Plaintiff
2 could not take any thirty (30) minute uninterrupted meal breaks without the risk of being
3 reprimanded or terminated.

4 159. Defendants' conduct violates Labor Code §§ 226.7(a) and 512(a) and IWC Order
5 No. 1-2001(12), which relates to meal breaks and tracks the language of the Labor Code.

6 160. Pursuant to Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendants
7 one (1) additional hour of pay at Plaintiff's regular rate of compensation for each work day that a
8 meal period was not provided, for a three-year statutory period dating back from the
commencement of this action.

9 161. Pursuant to Labor Code § 558, Plaintiff is entitled to recover from Defendants fifty
10 dollars (\$50.00) for each pay period for which Plaintiff was underpaid in addition to an amount
11 sufficient to recover underpaid wages and for each subsequent violation, one hundred dollars
12 (\$100.00) for each pay period for which Plaintiff was underpaid in addition to an amount
13 sufficient to recover underpaid wages.

14 **FIFTEENTH CAUSE OF ACTION**

15 **PAGA Claim for Failure to Provide Meal Breaks**

16 **(Against All Defendants)**

17 162. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
18 allegation contained in Paragraphs 1 through 161, inclusive, as though set forth in full herein.

19 163. Pursuant to Labor Code § 2699, Plaintiff seeks to recover civil penalties on behalf
20 of herself and all other aggrieved persons, for Defendants' failure to provide meal periods or
21 compensation in lieu thereof, under Labor Code § 226.7, in an amount according to proof at trial
22 but no less than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
23 initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period
for each subsequent violation.

24 164. Plaintiff is also entitled to attorney's fees, expenses, and costs of suit pursuant to
25 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action.

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1 **SIXTEENTH CAUSE OF ACTION**

2 **Violation of Cal. Labor Code § 226(a) – Improper Wage Statements**

3 **(Against All Defendants)**

4 165. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
5 allegation contained in Paragraphs 1 through 164, inclusive, as though set forth in full herein.

6 166. At all times herein set forth, Labor Code § 218 authorizes employees to sue their
7 employers directly for any wages or penalty due to them under this article of the California Labor
8 Code.

9 167. Labor Code § 226(a) mandates that employers provide their employees, along with
10 the employees' paychecks, "an accurate itemized statement in writing showing (1) gross wages
11 earned, (2) total hours worked by the employee, except for any employee whose compensation is
12 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
13 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
15 (4) all deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
17 which the employee is paid, (7) the name of the employee and the last four digits of his or her
18 social security number or an employee identification number other than a social security number,
19 (8) the name and address of the legal entity that is the employer and, if the employer is a farm
20 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal
21 entity that secured the services of the employer, and (9) all applicable hourly rates in effect during
22 the pay period and the corresponding number of hours worked at each hourly rate by the
23 employee."

24 168. Plaintiff is informed and believes and, on the basis of such information and belief,
25 alleges that Defendants failed and refused to provide accurate wage statements to Plaintiff,
26 pursuant to Labor Code § 226(a), because it was Defendants' intent to avoid paying Plaintiff the
27 correct wages, more specifically the overtime wages and the additional hour of pay for each
missed meal and rest break per workday to which Plaintiff was legally entitled.

1 169. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover from Defendants,
2 for Defendants' violation of Labor Code § 226(a), the greater of all actual damages or fifty dollars
3 (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00)
4 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
5 (\$4,000.00). Moreover, Plaintiff is entitled to recover an award of costs and attorney's fees.

6 **SEVENTEENTH CAUSE OF ACTION**

7 **PAGA Claim for Improper Wage Statements**

8 **(Against All Defendants)**

9 170. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
10 allegation contained in Paragraphs 1 through 169, inclusive, as though set forth in full herein.

11 171. Pursuant to Labor Code §§ 226.3 and 2699, Plaintiff seeks to recover civil penalties
12 on behalf of herself and all other aggrieved persons, for Defendants' failure to provide accurate
13 itemized wage statements under Labor Code § 226, in an amount according to proof at trial but no
14 less than two hundred and fifty dollars (\$250.00) for each aggrieved employee per pay period for
15 the initial violation, and one thousand dollars (\$1,000.00) for each aggrieved employee per pay
16 period for each subsequent violation.

17 172. Plaintiff is also entitled to attorney's fees, expenses, and costs of suit pursuant to
18 Labor Code §§ 226(e) and 2699(g)(1) for pursuing this action.

19 **EIGHTEENTH CAUSE OF ACTION**

20 **Failure To Timely Pay Wages Upon Discharge And Waiting Time Penalties**

21 **(Labor Code §§ 201-204 and 256)**

22 **(Against All Defendants)**

23 173. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
24 allegation contained in Paragraphs 1 through 172, inclusive, as though set forth in full herein.

25 174. At all times herein, Labor Code § 218 authorizes employees to sue their employers
26 directly for any wages or penalty due to them under this article of the California Labor Code.

27 175. Labor Code § 201 mandates, in part, that if "an employer discharges an employee,
the wages earned and unpaid at the time the discharge are due and payable immediately."

1 176. Labor Code § 202 mandates, in part, that if “an employee not having a written
2 contract for a definite period quits his or her employment, his or her wages become due and
3 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
4 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
5 of quitting.”

6 177. Labor Code § 203 provides, in part, that if “an employer willfully fails to pay,
7 without abatement or reduction, in accordance with Sections [201 or 202], any wages of an
8 employee who is discharged or who quits, the wages of the employee shall continue as a penalty
9 from the due date thereof at the same rate until paid or until an action therefor is commenced; but
10 the wages shall not continue for more than 30 days.”

11 178. The Entity Defendants failed to pay all wages due to Plaintiff Y. CASTRO upon
12 her discharge pursuant to Labor Code §§ 201 and 202 because it was the Entity Defendants’ intent
13 to avoid paying Plaintiff the correct wages, more specifically the wages, commissions, bonuses,
14 benefits, and PCIP earnings to which Plaintiff was contractually promised and legally entitled.
Such amounts exceed \$105,000.

15 179. Pursuant to Labor Code § 203, Plaintiff Y. CASTRO is entitled to recover from the
16 Entity Defendants, for the Entity Defendants’ violation of Labor Code §§ 201 and 202, any
17 continued penalty wages arising from said violations.

18 180. Moreover, Plaintiff Y. CASTRO is entitled to an award of costs and attorney’s
19 fees.

20 **NINETEENTH CAUSE OF ACTION**
21 **PAGA Claim For PAGA Claim For Failure To Timely Pay**
22 **Wages Upon Discharge And Waiting Time Penalties**
23 **(Against All Defendants)**

24 181. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
25 allegation contained in Paragraphs 1 through 180, inclusive, as though set forth in full herein.

26 182. Pursuant to Labor Code §§ 226.3 and 2699, Plaintiff seeks to recover on behalf of
27 herself and all other aggrieved persons, for Defendants’ failure to provide all wages upon

1 separation of employment in violation of Labor Code §§ 201 and 202, in an amount according to
2 proof at trial pursuant to Labor Code § 203 for each aggrieved employee.

3 183. Plaintiff is also entitled to attorney's fees, expenses, and costs of suit pursuant to
4 Labor Code §§ 226(3) and 2699(g)(1) for pursuing this action.

5 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them,
6 jointly and severally, as follows:

7 1. For general damages, including past and future wages and employment benefits,
8 according to proof;

9 2. For specific damages according to proof, including, without limitation, for
10 emotional distress and medical and related expenses;

11 3. For punitive and exemplary damages according to proof;

12 4. For all unpaid wages, including regular wages, minimum wages, meal premium
13 wages, and rest premium wages, and overtime wages, to the extent applicable by law;

14 5. For statutory penalties under the Labor Code, to the extent applicable by law;

15 6. For statutory penalties under PAGA, to the extent applicable by law on behalf of
16 herself and all other aggrieved persons;

17 7. For pre-judgment and post-judgment interest, to the extent applicable by law;

18 8. For reasonable attorney's fees to the extent permitted by law, including under
19 Labor Code §§ 218.5, 218.6, 226, 1194, 2699, and 2808, and Code of Civil Procedure § 1021.5;

20 9. For costs of suit, to the extent permitted by law; and

21 10. For such other and further relief as the Court may deem just and proper.

22 Dated: October 24, 2025

MERINO YEBRI LLP



23 By: _____

24 SAM S. YEBRI
25 ALEXANDER M. MERINO
26 *Attorneys for Plaintiff*
27 TASHA GIBBONS

JURY DEMAND

Plaintiff demands trial by jury in this action.

Dated: October 24, 2025

MERINO YEBRI LLP



By: _____

SAM S. YEBRI
ALEXANDER M. MERINO
Attorneys for Plaintiff
TASHA GIBBONS