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Superior Court of California
County of Sonoma
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Attorneys for Plaintiff Leah Jarvis,
on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

LEAH JARVIS, on behalf of herself and all
others similarly situated and on behalf of the
general public,

Plaintiff,

v.

SONOMA RECOVERY SERVICE, LLC, a
California limited liability company, d/b/a
OLYMPIA HOUSE, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 26CV03093

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 227.3, 246, 510, 512,
1194, AND 1194.2)**
- 2. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5,
1194 AND 1194.2; IWC WAGE ORDER 5-2001)**
- 3. FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(LABOR CODE § 226.7; IWC WAGE ORDER 5-
2001)**
- 4. FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e), (h))**
- 5. FAILURE TO TIMELY PAY WAGES DUE
AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**
- 6. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES (LABOR
CODE § 2802)**
- 7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**
- 8. PENALTIES PURSUANT TO LABOR CODE
§ 2699(f) FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512,
1174, 1174.5, 1194, AND 2802 AND PURSUANT**

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**TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

DEMAND FOR JURY TRIAL

Plaintiff LEAH JARVIS (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of SONOMA RECOVERY SERVICE, LLC, a California limited liability company, d/b/a OLYMPIA HOUSE, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who currently work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had consistent policies of failing to pay Plaintiff and Class Members (as defined below) all wages due; provide Plaintiff and Class Members with accurately itemized wage statements; provide legally compliant meal and rest periods, or compensation in lieu thereof to Plaintiff and Class Members; and timely pay Plaintiff’s and Class Members’ wages upon separation of employment.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 227.3, 246, 512, 1174, 1174.5, 1194, 1194.2, and 2802 seeking compensation for all unpaid wages, unreimbursed expenses, liquidated damages, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

5. Plaintiff, on behalf of herself and all Aggrieved Employees (as defined herein) pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout California, including in Sonoma County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff LEAH JARVIS worked for Defendants from October 2022 through October 31, 2024 as a non-exempt employee within the State of California, including in Sonoma County.

8. During her work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied meal and rest periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements;
- d. Willfully denied the reimbursement of all business-related expenses; and
- e. Willfully denied timely payment of all wages due upon separation of her employment.

B. Defendants

9. Defendant SONOMA RECOVERY SERVICES, LLC, is a California limited liability company, doing business as OLYMPIA HOUSE, that employed Plaintiff and Class Members throughout California, including in Sonoma County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of

1 court to amend this Complaint to reflect the true names and capacities of the Defendants designated
2 hereinafter as DOES when such identities become known.

3 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
6 attributable to the other Defendants.

7 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 III.

11 CLASS ACTION ALLEGATIONS

12 13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class
13 Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class
14 composed of and defined as follows:

15 THE CLASS

16 All persons employed by Defendants in a non-exempt position in
17 California at any time since the date four years preceding the filing of
18 this Action and continuing through the present.

19 14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
20 modify this class description with greater specificity or further division into subclasses or limitation to
21 particular issues.

22 15. This action has been brought and may properly be maintained as a class action under
23 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
24 interest in the litigation and the proposed Class are easily ascertainable.

25 A. Numerosity

26 16. The potential Class Members as defined are so numerous that joinder of all Class
27 Members is impracticable. While the precise number of Class Members has not been ascertained at
28 this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently

1 employ, and during the relevant time periods employed, over 250 persons in the State of California
2 who fall within the Class definition.

3 17. Accounting for turnover during the relevant period necessarily increases this number.
4 Plaintiff alleges Defendants' employment records would provide information as to the number and
5 location of Class Members. Joinder of Class Members is not practicable.

6 **B. Commonality**

7 18. There are questions of law and fact common to the Class that predominate over any
8 questions affecting only individual Class Members. These common questions of law and fact include,
9 without limitation:

- 10 a. Whether Defendants failed to pay all wages earned to Plaintiff and Class
11 Members, in violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, 1194, and
12 1194.2;
- 13 b. Whether Defendants failed to properly provide meal and rest periods or
14 compensation in lieu thereof to Plaintiff and Class Members, in violation of
15 Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194 and 1194.2 and IWC Wage
16 Order 5-2001;
- 17 c. Whether Defendants failed to provide Plaintiff and Class Members with
18 accurately itemized wage statements, in accordance with Labor Code § 226(a),
19 (e), and (h);
- 20 d. Whether Defendants failed to timely pay Plaintiff and Class Members all wages
21 due and owing at the separation of their employment, in violation of Labor Code
22 §§ 201-203;
- 23 e. Whether Defendants failed to reimburse Plaintiff and Class Members for all
24 business-related expenses, in violation of Labor Code § 2802; and
- 25 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to
26 Business & Professions Code § 17200 *et seq.*

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1 **C. Typicality**

2 19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
3 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as
5 alleged herein.

6 **D. Adequacy of Representation**

7 20. Plaintiff will fairly and adequately represent and protect the interests of Class Members.
8 Counsel who represents Plaintiff are competent and experienced in litigating large employment class
9 actions.

10 **E. Superiority of Class Action**

11 21. A class action is superior to other available means for the fair and efficient adjudication
12 of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions
13 of law and fact common to the proposed Class predominate over any questions affecting only individual
14 members of the proposed Class. Each member of the proposed Class has been damaged and is entitled
15 to recovery by reason of Defendants' illegal policies and/or practices.

16 22. Class action treatment will allow those similarly situated persons to litigate their claims
17 in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
18 unaware of any difficulties that are likely to be encountered in the management of this action that would
19 preclude its maintenance as a class action.

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL WAGES DUE**

6 **(LABOR CODE §§ 226.7, 227.3, 246, 510, 512, AND 1194)**

7 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth
8 herein.

9 24. During the liability period, Defendants failed to properly blend bonuses, commissions,
10 and other non-base hourly wages (including shift differential wages), earned by Plaintiff and Class
11 Members into their regular rate of pay for purposes of paying them meal and rest period premiums,
12 overtime wages, double-time wages, vacation wages, and sick pay wages at the correct rates, in
13 violation of Labor Code §§ 226.7, 227.3, 246, 510, 512, and 1194. Defendants paid Plaintiff and Class
14 Members bonuses and other non-base hourly wages (including shift differential wages); however,
15 Defendants failed to properly blend these wages, and instead paid Plaintiff and Class Members meal
16 and rest period premiums, overtime wages, vacation wages, and sick pay wages based only on the base
17 hourly rate of pay, thus depriving Plaintiff and Class Members of all meal and rest period premiums,
18 overtime wages, double-time wages, and sick pay wages earned. This violates Labor Code §§ 226.7,
19 227.3, 246, 510, 512, and 1194.

20 25. Defendants also failed to pay all minimum and overtime wages due during the course
21 of employment, in violation of Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members
22 were required to work off-the-clock and without compensation because Defendants did not compensate
23 them for all hours worked—they would be required to undergo mandatory COVID testing outside of
24 work hours. None of this time was compensated even though Defendants are required to pay them since
25 an employer is obligated to pay the wages of an hourly employee for all time that the employee is under
26 the control of the employer, and this includes all the time the employee is suffered or permitted to work,
27 whether or not required to do so. When Plaintiff and Class Members worked off-the-clock, they were
28 under the control of Defendants and required to be compensated for all hours worked. These instances

1 deprived Plaintiff and Class Members of significant hours worked and wages due, and constitute
2 violations of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 5-2001.

3 26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages earned,
4 Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and are
5 entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs,
6 pursuant to Labor Code § 1194, and liquidated damages, pursuant to Labor Code § 1194.2.

7 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

8 **V.**

9 **SECOND CAUSE OF ACTION**

10 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

11 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

12 **(LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5, 1194 AND 1194.2**

13 **AND IWC WAGE ORDER 5-2001)**

14 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth
15 herein.

16 28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants
17 failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and
18 IWC Wage Order 5-2001.

19 29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
20 were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order
21 5-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely,
22 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second
23 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were
24 not paid premium wages of one hour's pay at the correct rate for each missed first or second meal
25 period. Plaintiff further contends that she and Class Members were required to record that they received
26 a meal period regardless of whether they took one or not, thus depriving them of all wages due since
27 they were not paid for all hours worked (and a related claim for failing to maintain accurate records).
28 Plaintiff and Class Members were also required to remain on the work premises during their meal

1 periods. This violates Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194 and 1194.2 and IWC Wage
2 Order 5-2001.

3 30. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001, Plaintiff seeks
4 the payment of all meal period compensation and unpaid wages that Class Members are owed for four
5 years preceding the filing of this Action, according to proof.

6 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

7 **VI.**

8 **THIRD CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

11 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 5-2001)**

12 31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth
13 herein.

14 32. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants
15 failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage
16 Order 5-2001.

17 33. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
18 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.5-2001. Plaintiff
19 and Class Members were completely denied the ability to take an off-duty 10-minute rest period for
20 every four (4) hours of work or major fraction thereof but were not paid premium wages of one hour's
21 pay for each missed rest period. Plaintiff and Class Members were frequently too busy to take a rest
22 period and were also barred from leaving the work premises during rest periods. This violates Labor
23 Code § 226.7 and IWC Wage Order No. 5-2001.

24 34. Pursuant to Labor Code § 226.7 and IWC Wage Order 5-2001, Plaintiff seeks the
25 payment of all rest period compensation and unpaid wages that Class Members are owed for four years
26 preceding the filing of this Action, according to proof.

27 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

37. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

38. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurately itemized wage statements, Plaintiff and Class Members have been injured because they are not able to ascertain all of the information required by Labor Code § 226(a). As a result, Plaintiff

1 and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of
2 all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee
3 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per
4 employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive relief,
5 pursuant to Labor Code § 226(h).

6 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

7 **VIII.**

8 **FIFTH CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

11 **(LABOR CODE §§ 201-203)**

12 39. Plaintiff incorporates paragraphs 1 through 38 of this Complaint as though fully set forth
13 herein.

14 40. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
15 due within 72 hours after resignation of employment or the day of termination of employment. Labor
16 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
17 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
18 or an action is commenced. The penalty cannot exceed 30 days of wages.

19 41. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
20 set forth in Labor Code §§ 201, 202, in violation of Labor Code § 203. Plaintiff and Class Members
21 were not paid all wages due and owing throughout the course of their employment, as detailed above.
22 Consequently, at the time of their separation from employment with Defendants, they were not paid all
23 final wages due and owing for the entirety of their employment and were not paid all wages owed. This
24 violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members no
25 longer employed by Defendants.

26 42. More than 30 days have passed since Plaintiff and Class Members have left Defendants'
27 employ.

43. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

46. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

47. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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X.

SEVENTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

48. Plaintiff incorporates paragraphs 1 through 47 of this Complaint as though fully set forth herein.

49. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

50. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

51. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

52. Wage and hour laws express fundamental public policies. Properly providing employees with all wages and expense reimbursement due is a fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

53. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all

1 persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all
2 employees under law.

3 54. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 *et seq.* of the Business & Professions Code.

5 55. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of
6 reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200
7 *et seq.* of the Business & Professions Code.

8 56. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
9 similarly situated have been damaged in a sum as may be proven.

10 57. Unless restrained by this Court, Defendants will continue to engage in the unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should
12 make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
13 the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice
14 prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of
15 profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants
16 have unlawfully failed to pay.

17 **XI.**

18 **EIGHTH CAUSE OF ACTION**

19 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
21 **LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 2802**
22 **AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**
23 **LABOR CODE §§ 226.3 AND 558**

24 58. Plaintiff incorporates paragraphs 1 through 57 of this Complaint as though fully set forth
25 herein.

26 59. As a result of the acts alleged above, including the Labor Code violations set forth
27 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants on behalf of
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all other non-exempt employees employed by Defendants between April 2, 2023 and the present (“Aggrieved Employees”).

60. For each such violation, Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558

61. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

62. On September 24, 2025 and March 25, 2026, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 24, 2025 or March 25, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

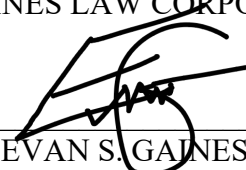
1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For liquidated damages, pursuant to Labor Code § 1194.2 in the amount of all unpaid minimum wages due to Plaintiff and Class Members;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

4. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;
5. For reimbursement of all expenses incurred by Plaintiff and Class Members, pursuant to Labor Code § 2802;
6. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
7. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
8. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
9. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
11. An award of prejudgment and post-judgment interest;
12. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1174.5, 1194, 2802 and other applicable law;
13. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2802 and other applicable law; and
14. Such other and further relief as this Court may deem just and proper.

Dated: May 1, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorney for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: May 1, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By:



EVAN S. GAINES
Attorneys for Plaintiff