

09/15/2025

By: C. Raybould Deputy

Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
Molly E. Hoot (Bar No. 179532)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252
Email: molly@kallaw.com

Attorneys for Plaintiff,
ERMILA GARCIA LEON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

ERMILA GARCIA LEON, an
individual, on her own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

QUIKSERVE CAJUN, INC. DBA
POPEYES, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV021920

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGES**
(Cal. *Labor Code* §§1194, 1194.2, 1997,
1197.1, 1198; IWC Wage Order No. 5);
- 2. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS** (Cal. *Labor Code*
§§ 226.7, 512; IWC Wage Order No. 5);
- 3. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS** (Cal. *Labor Code*
§226; IWC Wage Order No. 5);
- 4. FAILURE TO PAY WAGES ON
TERMINATION AND/OR
RESIGNATION** (Cal. *Labor Code* §§201-
203);
- 5. FAILURE TO REIMBURSE BUSINESS
EXPENSES** (Cal. *Labor Code* §2802);
- 6. FAILURE TO PAY FOR UNIFORM
MAINTENANCE** (Cal. *Labor Code* §
2802);
- 7. VIOLATION OF SICK LEAVE LAWS**
(Cal. *Labor Code* §§ 233, 245 ET SEQ.);
- 8. FAILURE TO TIMELY PAY WAGES
DURING EMPLOYMENT** (Cal. *Labor*
Code §§ 204, 210);

- 1
2
3
4
5
6
7
8
9
9. **FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS** (Cal. *Labor
Code* §1198.5); and
10. **UNFAIR COMPETITION** (Cal. *Bus. & Prof.
Code* §§17200 *et seq.*)

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Ermila Garcia Leon (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by Quikserve Cajun, Inc. dba Popeyes (“POPEYES” or “Defendant”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay minimum wages, failure to provide meal (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay wages on termination, failure to reimburse business expenses, failure to provide a uniform maintenance allowance, violation of sick leave laws, failure to timely pay wages during employment and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees for Defendant’s restaurants in Sacramento, California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like her co-workers whom Defendant also employed during the applicable limitations period, spend their workdays working at Defendant’s restaurants, under illegal and highly regimented circumstances. That regimen results from Defendant’s insistence

1 to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all
2 labor costs, failing to pay minimum wages, refusing to provide meal periods, not paying the
3 required extra hour for missed meal breaks, failing to issue accurate wage statements, failing to
4 pay wages on termination, failing to reimburse business expenses, failing to maintain uniforms,
5 failing to timely pay wages, violating sick leave laws, failing to allow inspection of
6 employment records, and by using other unlawful stratagems to ensure that labor costs remain
7 artificially low.

8 4. Plaintiff brings this class action to recover, among other things, wages and
9 penalties from unpaid wages earned and due, including but not limited to, minimum wages,
10 meal break wages, wages due to discharged or quitting employees, penalties for failure to
11 provide accurate itemized wage statements, penalties for failure to pay wages on termination,
12 reimbursement of business expenses, uniform maintenance expenses, wages for violation of
13 sick leave laws, wages and penalties for failure to timely pay wages, penalties for failure to
14 allow inspection of employment records and interest, attorneys' fees, costs, and expenses.

15 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
16 herself and all members of the class, to compensate these workers for the unpaid wages and to
17 protect current and future workers of Defendant from being subjected to similar wage theft and
18 otherwise unlawful working conditions.

19 6. Plaintiff also brings an action seeking relief for Defendant's violations of
20 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
21 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
22 business practices, as well as injunctive relief.

23 7. Pursuant to the California Labor Code, on or about September 15, 2025,
24 Plaintiff filed a notice with the Labor and Workforce Development Agency (LWDA) of her
25 intent to pursue claims against Defendant under the Private Attorney General Act (PAGA). As
26 such, Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this
27 Complaint to add a cause of action pursuant to PAGA under Labor Code §§2699 *et seq.*
28

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

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Ermila Garcia Leon brings this Complaint on her own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Sacramento and because Defendant owned and operated its business in the County of Sacramento.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Sacramento, California;
- (b) Employed as an hourly employee for Defendant in Sacramento, California;
- (c) Did not receive minimum wages due in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and Wage Order No. 5;
- (d) Did not receive the meal periods required by *Labor Code* §266.7 and Wage Order No. 5;
- (e) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (f) Was not paid wages on termination and/or resignation in violation of *Labor Code* §§201-203;
- (g) Was not reimbursed for business expenses as required by *Labor Code* §2802;
- (h) Was no provided a uniform maintenance allowance as required by *Labor Code* §2802;

- 1 (i) Was subject to Defendant's violation of sick leave laws in violation of
2 *Labor Code* §§ 233, 245 et seq.;
- 3 (j) Was not timely paid her wages as required by *Labor Code* §§ 204, 210;
4 and
- 5 (k) Was not provided her personnel records. Each of these was a violation of
6 the *Labor Code*.

7 **DEFENDANT**

8 11. Plaintiff is informed and believes, and based on that information and belief,
9 alleges, Defendant POPEYES is, and at all times mentioned herein was:

- 10 (a) A California corporation, with a principal place of business at 2322
11 Alaska Avenue, Fairfield, California 94566. Defendant has been
12 authorized to do business and has been doing business in the County of
13 Sacramento;
- 14 (b) The former employer of Plaintiff and the current and former employer of
15 the putative Class members;
- 16 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 17 (d) Failed to pay Plaintiff and all putative Class members minimum wages;
- 18 (e) Failed to provide Plaintiff and all putative Class members with meal
19 periods, failed to provide Plaintiff and all putative Class members with
20 accurate itemized wage statements;
- 21 (f) Failed to pay Plaintiff and all putative Class members wages on
22 termination;
- 23 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
24 members;
- 25 (h) Failure to provide a uniform maintenance allowance to Plaintiff and all
26 putative Class members;
- 27 (i) Violated California sick leave laws against Plaintiff and all putative
28 Class members;

1 (j) Failed to timely pay Plaintiff and all putative Class members their earned
2 wages; and

3 (k) Did not provide Plaintiff's personnel records. Each of these was a
4 violation of the *Labor Code*.

5 12. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
7 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
8 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
9 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

10 13. Plaintiff is informed and believes, and based on that information and belief
11 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
12 reside in or are authorized to do, or are otherwise doing, business in the State of California.
13 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
14 conduct business in the County of Sacramento. Each of the Defendants DOES 1 through 100
15 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
16 alter ego and/or representative of one or more of the other Defendants named herein, and acting
17 with permission, authorization, and/or ratification and consent of the other Defendants.

18 14. Plaintiff is informed and believes, and based on that information and belief
19 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
20 inclusive, are responsible in some manner for one or more of the events and happenings that
21 proximately caused the injuries and damages hereinafter alleged.

22 15. Plaintiff is informed and believes, and based on that information and belief
23 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
24 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
25 the other Defendants and that each Defendant was acting within the course and scope of his,
26 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
27 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
28 Class, for the damages sustained as a proximate result of their conduct.

16. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant was accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were hourly paid employees of Defendant and worked for Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant and worked for Defendant in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”)”.

18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

//

//

//

1 **B. Maintenance of the Action**

2 19. Plaintiff brings this action individually and on behalf of herself and as
3 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
4 and 17204 and *Code of Civil Procedure* § 382.

5 **C. The Class Requisites**

6 20. At all material times, Plaintiff was a member of the Class.

7 21. The Class action meets the statutory prerequisites for maintaining a class action
8 under Code of Civil Procedure § 382 in that:

- 9 (a) The persons who comprise the Class are so numerous that the joinder of all
10 those persons is impracticable and the disposition of their claims as a Class
11 will benefit the parties and the Court;
- 12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
13 that are raised in this Complaint are common to the Class and will apply
14 uniformly to every Class member;
- 15 (c) The claims of the representative Plaintiff are typical of the claims of each
16 Class member. Plaintiff, like all Class members, has sustained damages
17 arising from Defendant's violations of the laws of the State of California.
18 Plaintiff, and the Class members, were and are similarly or identically
19 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
20 pattern of misconduct engaged in by the Defendant;
- 21 (d) The representative Plaintiff has, and will continue to, fairly and adequately
22 represent and protect the interests of the Class and has retained counsel
23 who are competent and experienced in class action litigation. There are no
24 material conflicts between the claims of the representative Plaintiff and the
25 Class members that would make class certification inappropriate. Counsel
26 for the Class will vigorously assert the claims of all Class members.

27 22. The persons who comprise the Class are so numerous that joining all of them is
28 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.

1 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
2 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
3 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
4 Plaintiff are experienced, qualified and generally able to conduct complex class action
5 litigation.

6 23. The Court should permit the action to be maintained as a class action under
7 *Code of Civil Procedure* § 382 because:

- 8 (a) The questions of law and fact common to the Class predominate over any
9 question affecting only individual members;
- 10 (b) A class action is superior to any other available method for fairly and
11 efficiently adjudicating the claims of the Class;
- 12 (c) The Class members are so numerous that it is impractical to bring all of
13 them before the Court;
- 14 (d) Plaintiff and other Class members will not be able to obtain effective and
15 economic legal redress unless the action is maintained as a class action;
- 16 (e) There is a community of interest in obtaining appropriate legal and
17 equitable relief for the statutory violations, and in obtaining adequate
18 compensation for the damages and injuries for which Defendant is
19 responsible in an amount sufficient to adequately compensate the Class
20 members;
- 21 (f) Without Class certification, the prosecution of separate actions by
22 individual Class members would create a risk of:
 - 23 i. Inconsistent or varying adjudications for individual Class members
24 that would establish incompatible standards of conduct for
25 Defendant; and/or,
 - 26 ii. Adjudication for individual Class members that would, as a
27 practical matter, dispose of other non-party members' interests, or
28 that would substantially impair or impede the non-parties' ability

1 to protect their interests, by, for example, potentially exhausting
2 the funds available from Defendant, and

3 (g) Defendant has acted or refused to act on grounds generally applicable to
4 the Classes, making final injunctive relief appropriate for the Class, as a
5 whole.

6 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
7 that would set forth the subject and nature of the action. The Defendant's own business records
8 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
9 any further notices may be required, Plaintiff would contemplate using additional media and/or
10 mailing.

11 GENERAL ALLEGATIONS

12 25. At all times material hereto, Defendant has been and is, a company that owns
13 restaurants.

14 26. Plaintiff and members of the Class were employed as Dishwashers and other
15 hourly positions by Defendant in California at various times during the Class Period.

16 THE CONDUCT

17 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
18 Plaintiff and members of the Class wages and compensation owed under California law.

19 28. Starting on or about July 18, 2023 and continuing to October 22, 2024,
20 Defendant employed Plaintiff on an hourly basis as a Dishwasher at POPEYES in California.

21 29. While employed by Defendant as a Dishwasher, Plaintiff was paid
22 approximately \$20.50 per hour.

23 30. The employment by Defendant of the Class members, and each them, is
24 governed by Industrial Welfare Commission Wage Order No. 5, which covers those persons
25 employed in the public housekeeping industry.

26 FAILURE TO PAY MINIMUM WAGES

27 31. Under California law, non-exempt employees as defined by IWC Wage Order
28 No. 5 are entitled to minimum wages. Labor Code Section 1197 states the California

1 requirement that employees must be paid at least the minimum wage fixed by the Commission
2 or by any applicable state or local law, and any payment of less than the minimum wage is
3 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the
4 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
5 amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage
6 Order No. 5-2001, obligates employers to pay each employee minimum wages for all hours
7 worked.

8 32. These minimum wage standards apply to each hour employees worked or were
9 subject to control by the employer for which they were not paid. Therefore, an employer’s
10 failure to pay for any particular hour of time worked by an employee or subject to the
11 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
12 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
13 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

14 33. Plaintiff and Class members were not paid minimum wages.

15 34. Plaintiff and Class members were not afforded compliant meal breaks. As a
16 result, during this period, it was the practice and policy of Defendant to not pay employees at
17 appropriate minimum wage rates. Monies for unpaid minimum wages remain due and owing.

18 MEAL BREAKS NOT COMPLIANT

19 35. Under California law, non-exempt employees as defined by Wage Order No. 5,
20 are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5 hours
21 worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof.
22 Non-exempt employees are entitled to one hour pay at their regular pay rate for each day the
23 requisite rest and/or meal periods are not provided.

24 36. Plaintiff and Class members were not afforded their meal breaks despite
25 working 6 hours shifts. Plaintiff’s time clock records show no meal breaks recorded on shifts
26 over 6 hours. *See* for example, records from the following dates: April 4, 2024, May 30, 2024,
27 September 16, 2024 and September 27, 2024.
28

1 37. Defendant's policies and procedures were applied to all non-exempt employees
2 in California and resulted in non-exempt employees working time which was not compensated
3 by any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 5. As a
4 result, Defendant owes wages at the legal minimum wage rate to each of their California non-
5 exempt employees whose daily hours were reduced even though their meals periods were not
6 afforded.

7 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

8 38. As a result of Defendant's failure to pay employees at required minimum wages
9 and premium pay for failure to afford meal breaks, the wage statements issued to the
10 employees did not comply with Labor Code §226 and IWC Wage Order No. 5 in that they did
11 not accurately reflect all wages earned and due and owing.

12 **LACK OF EXPENSE REIMBURSEMENT**

13 39. Defendant failed to reimburse Plaintiff and members of the Class for business-
14 related expenses, such as scrubbers and heavy-duty gloves necessary for work.

15 **FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE**

16 40. Defendant required Plaintiff and Class members wear uniforms and protective
17 gear, such as non-slip shoes, but Defendant failed to maintain the uniforms and protective gear.

18 **VIOLATION OF SICK LEAVE LAWS**

19 41. Defendant violated sick leave laws by requiring Plaintiff and Class members to
20 provide physician notes to be able to take their sick time. Further, Plaintiff and Class members
21 were only afforded a fixed 3 days of sick leave per year.

22 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

23 42. Defendant failed to timely pay Plaintiff and Class members their earned wages.

24 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

25 43. Defendant failed to allow Plaintiff and Class members to timely inspect their
26 records and payroll files.

27 //

28 //

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

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 5; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

44. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

45. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

46. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 5-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

47. Pursuant to Wage Order No. 5, Defendant is required to pay the members of the Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

48. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of

1 work and the standard conditions of labor for employees. The employment of any employee for
2 longer hours than those fixed by the order or under conditions of labor prohibited by the order
3 is unlawful.”

4 49. Defendant failed to satisfy minimum wage requirements because they failed to
5 afford compliant meal breaks in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 5.

6 50. Defendant’s pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the
9 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
10 the appropriate rate.

11 51. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
12 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
13 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
14 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
15 the time associated with the overtime for which they received no compensation. *See Sillah v.*
16 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
17 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
18 showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*,
19 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

20 52. Plaintiff and the other Class members suffered and continue to suffer losses
21 related to the use and enjoyment of compensation due and owing to them as a direct result of
22 Defendant’s unlawful acts and Labor Code violations in an amount to be shown according to
23 proof at trial and within the jurisdictional limitations of this Court.

24 53. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
25 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
26 plus interest, penalties, attorneys’ fees, expenses and costs of suit, in amounts according to
27 proof.
28

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

**(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and
Does 1 through 100)**

5
6

7
8
9
10
11
12

13
14

15
16
17
18
19

20

21

22

23

24
25
26
27
28

1 be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.

3 60. The Labor Code and Wage Order provisions cited above require California
4 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
5 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
6 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
7 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
8 the fifth hour of their shifts.

9 61. As alleged herein, Defendant failed to relieve employees of duties for timely
10 meal breaks throughout the Class Period. Plaintiff and Class members were not afforded their
11 meal breaks.

12 62. Under California law, employers must also record their employees' meal
13 periods: "Every employer shall keep accurate information with respect to each employee,
14 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
15 operations cease ... need not be recorded." IWC Order No. 5, § (7)(A)(3). Where the employer
16 has failed to keep records required by statute, the consequences of such failure should fall on
17 the employer, not the employee. In such a situation, imprecise evidence by the employee can
18 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
19 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
20 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
21 known its employees were regularly missing meal periods during the Class Period.

22 63. Defendant has a policy or practice of failing to ensure that Plaintiff and
23 members of the Class take the meal periods required by California Labor Code §226.7 and
24 IWC Wage Order No. 5-2001 §11.

25 64. By their actions in not affording Plaintiff and Class members compliant meal
26 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 5 in
27 the amount of one additional hour of pay at the employee's regular rate of compensation for
28

1 each work period during each day in which Defendant failed to provide employees with
2 statutory timely off-duty meal periods.

3 65. Defendant also has a policy or practice of failing to pay each of their employees
4 who was not provided with a meal period as required an additional one hour of compensation at
5 each employee's regular rate of pay. Plaintiff's available paystubs dated June 25, 2024, July 25,
6 2024, September 25, 2024 and October 22, 2024, show "Meal Break Pay," of \$31.50 in
7 "YTD", which is less than 2 hours at \$16.00 per hour. As a result, it is unclear at what rate
8 those premiums may have been paid.

9 66. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
10 bring a private right of action to recover wages due based on the deprivation of timely meal
11 periods under Cal. Labor Code § 226.7(b).

12 67. As a direct and proximate result of Defendant's unlawful conduct as alleged
13 herein, Plaintiff and members of the Class have sustained economic damages, including but not
14 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
15 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
16 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 5.

17 **THIRD CAUSE OF ACTION**

18 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

19 **ITEMIZED STATEMENTS**

20 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

21 68. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this Complaint.

23 69. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
24 and the Class.

25 70. Pursuant to California Labor Code sections 226 and 1174, and Wage Order No.
26 5-2001 section 7, Defendant is required to maintain and provide accurate records relating to
27 employee compensation including all formulas and production records used to calculate wages
28 due.

1 71. Defendant is further required to provide, *inter alia*, semimonthly or at the time
2 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
3 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
4 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
5 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

6 72. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
7 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
8 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
9 in which the employer knowingly and intentionally failed to provide accurate itemized
10 statements to the employee causing the employee to suffer injury.

11 73. Notwithstanding these provisions. Defendant has engaged in a uniform practice
12 of refusing to maintain and provide the accurate records and wage statements required by
13 California law.

14 74. Throughout the Class Period, Defendant intentionally and knowingly provided
15 Plaintiff and other members of the Class with weekly itemized wage statements containing
16 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
17 that the payments owed to Plaintiff and the members of the Class for minimum wages, not
18 compliant meal periods, wages on termination of employment, reimbursement for business
19 expenses, uniform maintenance expenses, timely payment of earned wages, were not included
20 in gross wages earned by Plaintiff and members of the Class.

21 75. As a result, Plaintiff and members of the Class have been injured by having been
22 deprived of the true facts pertaining to their compensation and employment.

23 76. Plaintiff and members of the Class were damaged by these failures because,
24 among other things, the failures led them to believe that they were not entitled to minimum
25 wages, pay for meal periods not compliant, wages on termination of employment,
26 reimbursement for business expenses, uniform maintenance expenses, timely payment of
27 earned wages, even though they were so entitled and these failures hindered them from
28 determining the amounts of wages owed to them.

1 77. Plaintiff and members of the Class are entitled to the amounts provided in Labor
2 Code §226(e), plus attorneys' fees and costs.

3 78. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
4 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
5 provided by law for Defendant's improper conduct.

6 **FOURTH CAUSE OF ACTION**

7 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

8 **(Labor Code §§201-203 By Plaintiffs against Defendant and Does 1 through 100)**

9 79. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this Complaint.

11 80. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
12 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
13 from employment, unpaid wages are due and payable within 72 hours of resignation.

14 81. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
15 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
16 paid, not to exceed thirty days.

17 82. Plaintiff and the Class were discharged and/or resigned from Defendant's
18 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

19 83. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
20 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

21 **FIFTH CAUSE OF ACTION**

22 **REIMBURSEMENT OF BUSINESS EXPENSES**

23 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

24 84. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this Complaint.

26 85. Labor Code §2802 requires employers to indemnify employees for all necessary
27 expenditures incurred by employees in the discharge of their duties.

1 86. At all times relevant herein, Defendant was aware that Plaintiff and Class
2 members were required to purchase scrubbers and heavy-duty gloves for work-related
3 purposes, but failed to indemnify Plaintiff and Class members for all their business-related
4 expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon
5 alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff
6 and Class members for their work-related expenses that they incurred in purchasing scrubbers
7 and heavy-duty gloves, for work-related purposes.

8 87. As a result of Defendant's conduct, Plaintiff and Class Members suffered
9 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
10 business-related expenses incurred in the discharge of their duties.

11 88. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to
12 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
13 costs of suit.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

16 **(Cal. Labor Code §2802 By Plaintiff Against All Defendants and Does 1 through 100)**

17 89. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 90. Labor Code §2802 requires employers to indemnify employees for all necessary
20 expenditures incurred by employees in the discharge of their duties.

21 91. In addition to the cost of the uniform, the employer must provide non-exempt
22 employees with reasonable maintenance of the uniforms. The employer can either maintain the
23 uniform itself, or pay the employee a weekly maintenance allowance.

24 92. An employer may never impose a financial burden on employees, with respect
25 to purchasing or maintaining clothing, which would reduce the employees' wage rate below the
26 minimum wage.

27 93. Here, Defendant required Plaintiff and Class members to wear uniforms, such
28 as a company T-shirt, apron and hat. Further, Plaintiff and Class members were required to

1 wear protective gear, such as non-slip boots. However, Defendant did not maintain the
2 uniforms and protective gear. Plaintiff and members of the Class paid for the maintenance and
3 cleaning themselves.

4 94. Defendant failed to reimburse Plaintiff and Class members for maintaining the
5 uniforms, nor pay Plaintiff and members of the Class a weekly maintenance allowance.

6 95. As a proximate result of the aforementioned violations of § 2802, Plaintiff and
7 members of the Class are entitled to recovery from Defendant for reimbursement of necessary
8 expenditures, including interest and attorneys' fees.

9 96. As a proximate result of the aforementioned violations of Labor Code § 2802,
10 Plaintiff and members of the Class have been damaged in an amount according to proof at the
11 time of trial.

12 **SEVENTH CAUSE OF ACTION**

13 **VIOLATION OF CALIFORNIA'S SICK LEAVE LAWS**

14 **(Labor Code §§233, 245 et seq. By Plaintiffs against Defendant and Does 1 through 100)**

15 97. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 98. California Labor Code § 246.5(a)(1) provides in pertinent part, "Upon the oral
18 or written request of an employee, an employer shall provide paid sick days for... [d]iagnosis,
19 care, or treatment of an existing health condition of, or preventive care for, an employee or an
20 employees' family member."

21 99. California Labor Code § 246.5(c)(1) further provides that "[a]n employer shall
22 not deny an employee the right to use accrued sick days, discharge, threaten to discharge,
23 demote, suspend, or in any manner discriminate against an employee for using accrued sick
24 days, [or] attempting to exercise the right to use accrued sick days[.]"

25 100. California Labor Code § 233(c) provides in pertinent part, "An employer shall
26 not deny an employee the right to use sick leave or discharge, threaten to discharge, demote,
27 suspend, or in any manner discriminate against an employee for using, or attempting to
28

1 exercise the right to use, sick leave to attend to an illness or the preventative care of a family
2 member[.]”

3 101. There is no requirement that an employee provide medical documentation to
4 substantiate or corroborate her sick leave absence(s) under Labor Code sections 233 and/or
5 246.5. In fact, “[t]he designation of sick leave taken for these reasons shall be made at the sole
6 discretion of the employee.” Lab. Code § 233. Further, the DIR has interpreted Labor Code
7 section 233 and 246.5 to prohibit requiring a doctor's note as a condition for utilizing paid sick
8 leave. *See* DIR Presentation on Healthy Workplace Healthy Family Act of 2014 (AB 1522) at
9 30:00-31:00.

10 102. On information and belief, Defendant operated under a uniform and systemic
11 sick leave policy or practice that resulted in Plaintiff and Class members being routinely
12 denied their right to use accrued and available sick days to care for themselves and/or a family
13 member, such as a sick child.

14 103. On information and belief, Defendant’s policies or practices also deterred
15 Plaintiff and Class members from both attempting to exercise and/or exercising their right to
16 sick leave because they required proof of illness such as a doctor's note.

17 104. Plaintiff and Class members are entitled to backpay, front pay, equitable and
18 injunctive relief, and reasonably attorneys’ fees and costs, in an amount subject to proof at
19 trial. Lab. Code §§ 233, 234.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY EARNED WAGES**

22 ***(Labor Code §204 By Plaintiffs Against Defendant and Does 1 through 100)***

23 105. Plaintiff and the Class reallege and incorporate by reference all of the allegations
24 set forth in this Complaint.

25 106. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
27 any calendar month, other than those wages due upon termination of an employee, are due and
28

1 payable between the 16th and the 26th day of the month during which the labor was
2 performed.

3 107. At all times herein set forth, California Labor Code section 204 provides that all
4 wages earned by any person in any employment between the 16th and the last day, inclusive,
5 of any calendar month, other than those wages due upon termination of an employee, are due
6 and payable between the 1st and the 10th day of the following month.

7 108. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned for labor in excess of the normal work period shall be paid no later than the
9 payday for the next regular payroll period.

10 109. During the relevant time period, Defendant intentionally and willfully failed to
11 pay Plaintiff and the other Class members all wages due to them, within any time period
12 permissible under California Labor Code section 204.

13 110. Plaintiff was paid semi-monthly on a pay period of the 1st-15th and the 15th-end
14 of the month, and her pay dates were on the 10th and 25th of the month. Plaintiff's available
15 paystub dated July 25, 2025, lists a pay date 14 days after the pay period and the pay period
16 dates are also incorrect since they are listed as July 11, 2024-July 11, 2024.

17 111. Plaintiff and the other Class members are entitled to recover all remedies
18 available for violations of California Labor Code section 204.

19 112. Labor Code § 210 provides that "in addition to, an entirely independent and
20 apart from, any other penalty provided in this article, every person who fails to pay the wages
21 of each employee as provided in Sections...204...shall be subject to a civil penalty as follows:
22 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee;
23 (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
24 (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld."

25 As a result of the faulty compensation policies and practices described in detail above,
26 Plaintiffs and the Class are entitled to recover penalties under Labor Code § 210.

27 //

28 //

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

NINTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)

113. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

114. California Labor Code Section 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records,..... later than 30 calendar days from the date the employer receives the request...
- (k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified I this section... the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.
- (1) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

115. Additionally, pursuant to Wage Order No. 5, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

1 116. On or about September 15, 2025, Plaintiff's counsel issued a written request to
2 Defendant for copies of her personnel records.

3 117. Under California Labor Code Sections 226, 432 and 1198.5, such records were
4 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
5 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
6 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her
7 records.

8 118. As a direct result and consequence of Defendant's failure and refusal to permit
9 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
10 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
11 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
12 penalty of \$750 based upon Defendant's violation of §1198.

13 **TENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1**
16 **through 100)**

17 119. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 120. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
20 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
21 Code §17021.

22 121. The Business & Professions Code defines unfair competition as any unlawful,
23 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
24 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
25 minimum wages; (2) pay Plaintiff and the Class meal periods not afforded, (3) furnish Plaintiff
26 and the Class with accurate itemized wage statements, as mandated by the applicable Labor
27 Code and Industrial Welfare Commission requirements, (4) pay all wages owed on termination
28 of employment, (5) reimburse business expenses, (6) pay a uniform maintenance allowance; (7)

1 abide by California's sick leave laws; (8) timely pay wages; (9) provide personnel records, all
2 in violation of Business & Professions Code §§ 17200 *et seq.*

3 122. By and through the unfair and unlawful business practices described herein,
4 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
5 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
6 Plaintiff and the Class.

7 123. All the acts described herein are violations of, among other things, the Labor
8 Code and Industrial Commission Wage Order No. 5, are unlawful and in violation of public
9 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
10 constitute unfair and unlawful business practices in violation of Business & Professions Code
11 §§ 17200 *et seq.*

12 124. Plaintiff and the Class are entitled to, and do, seek such relief as may be
13 necessary to restore to them the money and property which Defendant has acquired, or of
14 which Plaintiff and the Class have been deprived by means of the above-described unfair and
15 unlawful business practices.

16 125. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
17 above-described business practices are unfair and unlawful and that injunctive relief should be
18 issued restraining Defendant from engaging in any of the above described unfair and unlawful
19 business practices in the future.

20 126. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
21 redress the injuries which they have suffered as a consequence of the unfair and unlawful
22 business practices of Defendant. As a result of the unfair and unlawful business practices
23 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
24 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
25 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
26 Plaintiff and the Class.

27 //

28 //

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendant as follows:

1. For compensatory damages in the amount minimum wages due to Plaintiff and Class members, according to proof;
2. For payment of unpaid wages in accordance with California labor and employment law;
3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class members for each workday that a meal period was not afforded;
4. For compensatory damages in the amount of Plaintiff and Class members' expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
5. For compensatory damages in the amount of Plaintiff and Class members' uniform and maintenance expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
6. For payment to Plaintiff and Class members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to her respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
7. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
8. For an award of consequential damages in Plaintiff and Class members' favor and against Defendant, in an amount to be proven at trial;
9. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
10. For prejudgment interest accrued on all due and unpaid minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;

1 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 210, 226.7, 1198.5,
2 according to proof;

3 12. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 5-
4 2001(14);

5 13. For reasonable costs, including attorneys' fees, in an amount according to proof
6 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802, and/or *Cal. Code of*
7 *Civ. Proc.* §1021.5;

8 14. For an award of restitution of wages to Plaintiff and Class members in an
9 amount equal to the amount of wages owed and unpaid, according to proof;

10 15. For injunctive relief requiring Defendant to comply with Labor Code
11 1198.5(b)(1);

12 16. For injunctive relief ordering the continuing unfair business acts and practices to
13 cease, as the Court deems just and proper;

14 17. A declaratory judgment that Defendant violated *Cal. Lab. Code* § 204;

15 18. For other injunctive relief ordering Defendant to notify Plaintiff and Class
16 members that they have not been paid the proper amounts in accordance with California law;

17 19. For punitive and exemplary damages in a sum to be determined at trial; and

18 20. For such other and further relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff Ermila Garcia Leon hereby respectfully requests a trial by jury for all claims
21 and issues raised in her Complaint that may be entitled to a jury trial.

22
23 LIPELES LAW GROUP, APC

24 Date: September 15, 2025

25 By: Molly E. Hoot
26 Molly E. Hoot
27 Attorneys for Plaintiff
28 Ermila Garcia Leon