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8 Attorneys for Plaintiff and a Class of Similarly
9 Situated Employees

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SOLANO**

12
13 **BRIANNA KING**, on behalf of herself, and
14 those similarly situated,

15 Plaintiff,

16 vs.

17 **MEDMARK TREATMENT CENTERS**, and
18 **DOES 1 through 50**, inclusive,

19 Defendants.
20
21
22

Case No. CU25-09433

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Rest Periods or Pay Additional Wages in Lieu Thereof;
2. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
3. Failure to Pay Minimum Wages;
4. Waiting Time Penalties;
5. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and
6. Violation of the Unfair Competition Law, California Business & Professions Code §§17200 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Brianna King (“Plaintiff”) brings this action against Defendant Medmark Treatment Centers and Does 1-50 (“Defendants”) individually and on behalf of all other similarly situated individuals employed under common circumstances and facts. The allegations made in this Complaint are based on Plaintiff’s knowledge, except those allegations made on information and belief, which are based on the investigation of her counsel.

2. Plaintiff brings this class action on behalf of a class of workers currently or formerly employed by Defendants in California. Plaintiff seeks to vindicate the rights afforded to workers under California law, including the California Labor Code and Wage Orders, and California’s Unfair Competition Law (“UCL”).

3. This action arises out of Defendant’s failure to pay non-exempt employees all wages it owed them by failing to provide rest periods or pay premium wages in lieu thereof, failing to provide meal periods or pay premium wages in lieu thereof, and failing to pay minimum wages for all hours worked. As a result, Defendants failed to pay non-exempt employees, including Plaintiff and the Class, all wages owed to them upon discharge (including seasonal layoffs) or resignation and failed to provide accurate, itemized wage statements in conformance with California law.

4. Defendants employed Plaintiff and the Class directly.

5. Plaintiff is informed and believes and thereon alleges that each Defendant is responsible in some manner for the occurrences herein alleged, and that the damages herein alleged were actually and proximately caused by each Defendant’s conduct.

6. Plaintiff was employed by Defendants as a non-exempt employee in Solano County.

7. The core violations Plaintiff alleges against Defendants for herself and the Class are: (1) failure to provide rest periods or provide premium wages in lieu thereof; (2) failure to provide meal periods or provide premium wages in lieu thereof; (3) failure to pay minimum

1 wage for all hours worked; (4) failure to pay all wages owed upon separation; (5) failure to
2 provide accurate, itemized wage statements; and (6) violation of the UCL.

3 8. Defendants have refused to pay all wages due and owed to Plaintiff and Class
4 Members under the express provisions of the California Labor Code, which, in turn, resulted in
5 additional Labor Code violations entitling Plaintiff and the Class to prompt payment of wages
6 and penalties.

7 9. Plaintiff, for herself and the Class, also seek injunctive relief requiring Defendants
8 to comply with all applicable California labor laws and regulations in the future and preventing
9 Defendants from engaging in and continuing to engage in unlawful and unfair business practices.
10 Plaintiff also seeks declaratory relief enumerating Defendants' violations so Defendants and the
11 public have clarity and guidance with regards to Defendants' future employment practices.

12
13 **PARTIES**

14 10. Plaintiff is a resident of Solano County, California. At all relevant times herein,
15 she has been employed directly or jointly by Defendants, as an employee in California, and has
16 been employed by Defendants as a non-exempt employee. Plaintiff was hired by Defendants to
17 work in California. During the relevant time period, Plaintiff worked for Defendants in
18 California, performing services covered by an applicable Wage Order during the Class Period.
19 Plaintiff suffered injury in fact and loss of property because of Defendants' conduct described in
20 this Complaint.

21 11. Plaintiff and the employees whom Plaintiff seeks to represent were regularly
22 subjected to, or had personal knowledge of, the violations described in this Complaint.

23 12. The following allegations as to Defendants are made on information and belief,
24 and are likely to have evidentiary support after a reasonable opportunity for further investigation
25 or discovery.

13. At all relevant times, Defendant MedMark Treatment Centers was a Texas corporation with its principal place of business in Solano County. On information and belief, Defendant employed thousands of workers. Defendant's violations stem from a systematic failure to: (1) maintain accurate time and payroll records; (2) require or permit employees to work off the clock without compensation; (3) pay minimum wages; (4) provide compliant meal and rest periods or premium pay in lieu thereof; (5) issue accurate wage statements; and (6) pay all wages due at separation of employment.

14. The acts and failures to act alleged herein were duly performed by and attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect employer, joint employer, and/or integrated enterprise, at the direction and control of the others, except as specifically alleged otherwise. Said acts and failures to act were within the scope of such agency and/or employment, and each Defendant participated in, approved of, and/or ratified the unlawful acts and omissions by the other Defendant complained of herein.

JURISDICTION AND VENUE

15. This case is subject to the jurisdiction of this court pursuant to the California Labor Code, California Business and Professions Code, and California Code of Civil Procedure. Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct business in the State of California and in this county.

16. Venue is proper in this judicial district because Defendants conduct business in Solano County, California. In addition, venue in Solano County is proper because many of Defendants' alleged violations arose in Solano County.

FACTUAL ALLEGATIONS

17. This is a Class Action pursuant to Section 382 of the California Code of Civil Procedure to vindicate the rights afforded the Class by California Labor Code §§ 201, 202, 203, 204, 210, 214, 216, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 512, 558.1, 1174, 1194,

1 1194.2, 1197, 1197.1, 1199, and California Business & Professions Code §§ 17200 *et seq.* and is
2 brought on behalf of Plaintiff and a Class comprised of all current and former non-exempt
3 employees of Defendants. The claims of this lawsuit spring from a pattern of Defendants'
4 misconduct and wrongdoing that is a characteristic of the labor system Defendants utilize, where
5 unpaid and improperly paid labor, as alleged herein, is a common business practice, and where
6 the employer externalizes the cost of business expenditures upon Defendants' employees.
7 Defendants' actions in this case demonstrate a systematic disregard for the rights afforded to
8 Plaintiff and the Class under California wage and hour law. The following paragraphs detail
9 specific violations of law giving rise to this action.

10 18. For at least four years prior to the filing of this action and through to the present
11 (liability period for the UCL cause of action), Defendants have maintained and enforced against
12 Plaintiff and the Class the following unlawful practices and policies in violation of California
13 wage and hour laws, including but not limited to:

- 14 a. Requiring Class Members, including Plaintiff, to work at least five
15 (5) hours without a timely, thirty-minute, uninterrupted meal
16 period, and failing to pay such employees one (1) hour of
17 additional wages at the employees' regular rate of compensation
18 for each workday that the meal period was not provided, in
19 violation of California law and policy;
- 20 b. Failing to provide rest periods of at least ten consecutive minutes
21 for each four hours worked;
- 22 c. Failing to provide Class Members, including Plaintiff, with
23 accurate itemized wage statements in violation of California law
24 and public policy;
- 25 d. Failing to pay to Class Members, including Plaintiff, all wages
26 owed, as detailed above upon separation from employment –
27
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whether voluntary or not – in violation of California law and policy;

e. Failing to create or maintain accurate time-keeping records for Class Members, including Plaintiff, resulting in failure to accurately pay wages owed and provide accurate itemized wage statements, in violation of California law and public policy;

f. Failure to pay minimum wages for all hours worked and suffering Plaintiff and Class Members to perform work off-the-clock; and

g. Engaging in unfair competition in violation of the UCL, Bus. & Prof. §§17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

19. Defendants failed to compensate employees for all “hours worked” as defined by the applicable IWC Wage Order. This includes, but is not limited to, regular hours that were not paid at lawful minimum wage rates. Through their conduct, Defendants have willfully and deliberately violated California’s minimum wage laws, causing Plaintiff and the Class to suffer loss of wages and property due to Defendants’ unlawful payroll practices.

20. Under the timekeeping and record-keeping policies, Defendants willfully provided inaccurate itemized wage statements that do not reflect all “hours worked” and wages earned. Defendants provided wage statements to Plaintiff and the Class that reflected payment by piece-rate even though they were paid hourly. Further, Defendants also failed to provide premium wages in lieu of providing compliant meal and rest periods. As such, Defendants failed to maintain accurate time-keeping record and wage statements.

21. Under their meal period policies, Defendants failed to provide employees: (a) at least one (1) meal period prior to the fifth hour and/or two (2) meal periods for shifts greater than ten hours, (b) net thirty-minute meal periods, and/or (c) timely meal periods. Further,

1 Defendants' policy is to not pay the premium wages owed to workers for missed, incomplete,
2 and/or untimely meal periods.

3 22. Under their rest period policy, Defendants failed to provide ten minutes of
4 uninterrupted rest and recovery time for each four hours worked.

5 23. Defendants' failure to compensate non-exempt employees for all "hours worked,"
6 failure to authorize and permit requisite meal and rest periods and failure to pay premium meal
7 and rest period wages, failure to pay for all hours worked at the minimum rate, and failure to pay
8 wages at termination in addition to the other violations alleged above, during all relevant times
9 herein was intentional, willful, and deliberate.

10 24. On information and belief, Defendants were on notice of the improprieties alleged
11 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
12 business practices.

13 25. Defendants have made it difficult to account with precision for the unlawfully
14 withheld wages due to Plaintiff and the Class during all relevant times herein, because
15 Defendants did not fully implement and preserve a record-keeping method to accurately record
16 all hours worked and wages earned by their employees, or manipulated such record-keeping
17 method for Defendants' advantage, in violation of California Labor Code §§ 226 and 1174(d),
18 and applicable IWC Wage Orders.

19 26. Defendants failed to comply with California Labor Code § 226(a) by failing to
20 itemize in wage statements all wages earned and by failing to accurately report total hours
21 worked by Plaintiff and members of the proposed Class. Plaintiff and Class Members are
22 therefore entitled to statutory penalties up to \$4,000 per employee pursuant to Labor Code
23 § 226(e).

24 27. Plaintiff brings this action on behalf of herself and all others similarly situated as
25 a class action pursuant to Section 382 of the California Code of Civil Procedure because there is
26 a well-defined community of interest in litigation and the proposed class is easily ascertainable.
27 Plaintiff seeks to represent the following Class, composed of, and defined, as follows:

1 All non-exempt workers who are or have been employed by Defendants in the
2 State of California at any time within four (4) years prior to the filing of the
3 original complaint in this action and the final disposition of this action.

4 28. On information and belief, the legal and factual issues are common to and affect
5 all Class Members. Plaintiff may amend the above class definition as permitted or required by
6 this Court.

7
8 **NUMEROSITY**

9 29. The potential members of the Class as defined are so numerous that joinder of all
10 the members of the Class is impracticable. While the precise number of Class Members has not
11 been determined at this time, Plaintiff is informed and believes Defendants have employed
12 dozens of employees in the State of California. These employees have been affected by
13 Defendants' unlawful practices as alleged herein.

14 30. Upon information and belief, Plaintiff alleges Defendants' employment records
15 would provide information as to the number and location of all Class Members. Joinder of all
16 members of the proposed Class is not practicable.

17
18
19 **COMMONALITY**

20 31. There are questions of law and fact common to the Class predominating over any
21 questions affecting only individual Class Members. These common questions of law and fact
22 include, without limitation:

- 23 a. Whether Defendants violated §§ 17200 *et seq.* of the Business
24 and Professions Code by the violation of California labor laws;
25 b. Whether Defendants violated the California Labor Code and
26 Wage Orders as a result of the allegations described in this
27 complaint;

- 1 c. Whether Defendants violated the California Labor Code and
2 Wage Orders by compensating Plaintiff and other Class
3 Members at hourly wage rates below the minimum wage rate;
- 4 d. Whether Defendants violated the California Labor Code and
5 Wage Orders by failing to provide lawful meal and rest periods
6 or discouraging Plaintiff and Class Members from taking them
7 and failing to pay premium wages in lieu thereof, in violation of
8 California law;
- 9 e. Whether Defendants violated the California Labor Code and
10 Wage Orders by failing to, among other things, maintain
11 accurate records of Plaintiff and other Class Members' earned
12 wages, work periods, hours worked, and wages earned;
- 13 f. Whether Defendants violated the California Labor Code and
14 Wage Orders by failing to pay all earned wages due and/or
15 premium wages due and owing at the time that the employment
16 of any Class Members, including Plaintiff, ended; and
- 17 g. Whether Plaintiff and other Class Members are entitled to
18 restitution, wages, statutory penalties, premium wages,
19 declaratory and injunctive relief, attorneys' fees, interest, and
20 costs, and other relief pursuant to the California Labor Code,
21 applicable Wage Orders, and the UCL.

22
23 **TYPICALITY**

24 32. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
25 and all members of the Class sustained injuries and damages arising out of, and were caused by,
26 Defendants' common course of conduct in violation of California laws, regulations, and statutes
27 as alleged herein.

1 **ADEQUACY OF REPRESENTATION**

2 33. Plaintiff will fairly and adequately represent and protect the interests of the
3 members of the Class. Counsel who represent Plaintiff is competent and experienced in litigating
4 large employment class actions.

5
6 **SUPERIORITY OF CLASS ACTION**

7 34. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
9 questions of law and fact common to the Class predominate over any questions affecting only
10 individual members of the Class. Each member of the proposed Class has been damaged and is
11 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
12 compensate Class Members for all wages earned and engaging in the unlawful practices herein
13 complained of and denying Class Members meal periods and failing to provide legal
14 compensation.

15 35. Class action treatment will allow those similarly situated persons to litigate their
16 claims in the manner that is most efficient and economical for the parties and the judicial system.
17 It is unlikely individual Class Members have any interest in individually controlling separate
18 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
19 resources would deprive most Class Members of the practical opportunity to pursue their claims
20 were this class action not certified.

21 36. Plaintiff is unaware of any difficulties likely to be encountered in the management
22 of this action that would preclude its maintenance as a class action. The benefits of maintaining
23 this action on a class basis far outweigh any administrative burden in managing the class action.
24 Conducting the case as a class action would be far less burdensome than prosecuting numerous
25 individual actions.

26 **CLAIMS FOR RELIEF**

27 **FIRST CAUSE OF ACTION**
REST PERIOD VIOLATIONS

28 (CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)

1 PLAINTIFF AGAINST ALL DEFENDANTS

2 37. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

3 38. Plaintiff alleges Defendants failed to provide proper rest periods.

4 39. Defendants failed to authorize and permit rest periods by failing to provide the
5 requisite number of breaks per shift and/or to allow net 10 minutes of rest, in violation of the
6 applicable Wage Orders and Labor Code § 226.7.

7 40. Rest periods were not voluntarily waived. Any express or implied waivers
8 obtained from Plaintiff and, on information and belief, current and former employees and
9 members of the Class, were not willfully obtained, were not voluntarily agreed to, were a
10 condition of employment, or were part of an unlawful contract of adhesion.

11 41. Defendants failed to pay additional wages for rest periods that were not provided.
12 Plaintiff and the Class are entitled to premium rest period wages pursuant to Labor Code § 226.7.

13 42. Wherefore, Plaintiff and the Class she seeks to represent are entitled to recover
14 the full amount of their unpaid rest period wages and all related penalties and remedies.

15 **SECOND CAUSE OF ACTION**
16 **FAILURE TO PROVIDE PROPER MEAL PERIODS**
17 **OR COMPENSATION IN LIEU THEREOF**

18 (CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS)
19 PLAINTIFF AGAINST ALL DEFENDANTS

20 43. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

21 44. Plaintiff and, on information and belief, the Class were not afforded timely meal
22 periods as required by California law, since they were routinely required to work five hours or
23 more without a timely, thirty minute, uninterrupted meal period, and they were not compensated
24 for missed meal periods.

25 45. California Labor Code §226.7 provides:

26 (a) No employer shall require any employee to work during any meal
27 or rest period mandated by an applicable order of the Industrial Welfare
28 Commission.

(b) If an employer fails to provide an employee a meal period or rest
period in accordance with an applicable order of the Industrial Welfare
Commission, the employer shall pay the employee one additional hour

1 of pay at the employee's regular rate of compensation for each work
2 day that the meal or rest period is not provided.

3 46. The applicable wage order issued by the Industrial Welfare Commission provides
4 with regards to meal periods:

5 (A) No employer shall employ any person for a work period of more than
6 five (5) hours without a meal period of not less than 30 minutes, except that
7 when a work period of not more than six (6) hours will complete the day's
8 work the meal period may be waived by mutual consent of the employer
9 and employee. Unless the employee is relieved of all duty during a 30-
10 minute meal period, the meal period shall be considered an "on duty" meal
11 period and counted as time worked. An "on duty meal period shall be
12 permitted only when the nature of the work prevents an employee from
13 being relieved of all duty and when by written agreement between the
14 parties an on-the-job paid meal period is agreed to. The written agreement
15 shall state that the employee may, in writing, revoke the agreement at any
16 time.

17 (B) If an employer fails to provide an employee a meal period in
18 accordance with the applicable provisions of this Order, the employer shall
19 pay the employee one (1) hour of pay at the employee's regular rate of
20 compensation for each work day that the meal period is not provided.

21 47. California Labor Code § 512 contains a similar provision. In this case, there was
22 no mutual waiver of meal periods and employees worked for periods of more than five hours
23 without an off-duty meal period of at least 30 minutes. As noted above, Defendants violated
24 California law by failing to provide timely meal periods mandated by Labor Code § 226.7 and
25 the applicable IWC Wage Order. As such, Defendants are liable for one hour of pay at the
26 employee's regular rate of compensation for each workday that meal periods were not provided.

27 48. As noted above, Defendants violated California law by failing to provide meal
28 periods mandated by Labor Code § 226.7 and the applicable IWC Wage Order, and by failing to
provide one hour pay at the employees' regular rate of compensation for each work day that the
meal period was not provided.

49. Plaintiff and the Class did not voluntarily or willfully waive meal periods. Any
express or implied waivers obtained from Plaintiff and the Class were not willfully obtained or
voluntarily agreed to, but rather were a condition of employment or part of an unlawful contract
of adhesion.

50. By failing to keep adequate time records required by §§ 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and the Class and made it difficult to calculate the unpaid meal period compensation due to Plaintiff and the Class.

51. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§ 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

52. Wherefore, Plaintiff and the Class request relief as described herein and below.

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
 (LABOR CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDERS)
 PLAINTIFF AGAINST ALL DEFENDANTS

53. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

54. California Labor Code § 1197, which is entitled “Pay of Less Than Minimum Wage,” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

55. Defendants have failed to pay minimum wages for all hours worked. In particular, Defendants failed to accurately record all hours worked by Plaintiff and the Class. Plaintiff and the Class are not compensated for this time. Plaintiff and the Class are consequently not paid for all hours worked. These practices, among others, have resulted in Defendants not paying the minimum wage for all hours worked. This violation of California minimum wage law was substantial and a main feature of Defendants' employment practices.

56. The Minimum Wage provisions of the California Labor Code are enforceable by private civil action pursuant to California Labor Code §1194(a), which 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.

1
2 57. As such, Plaintiff and the Class may bring this action for minimum wages,
3 interest, costs of suit, and attorney's fees pursuant to California Labor Code § 1194(a).

4 58. As described in California Labor Code § 1194.2, any such action incorporates the
5 applicable wage order of the California Labor Commission.

6 59. California Labor Code § 1194.2 provides:

7 In any action under Section 1194 ... to recover wages because of
8 the payment of a wage less than the minimum wages fixed by an
9 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

10 60. As described herein, this is an action under California Labor Code § 1194 to
11 recover wages on account of Defendants' failure to pay minimum wages as described in
12 California Labor Code §§ 1197, 1194(a), 1194.2 and the applicable IWC Wage Order. Therefore,
13 Plaintiff and the Class are also entitled to recover liquidated damages in an amount equal to the
14 wages unlawfully unpaid and interest thereon.

15 61. Wherefore, Plaintiff and the Class request relief as described herein and below.

16 **FOURTH CAUSE OF ACTION**
17 **WAITING TIME PENALTIES**
18 (CAL. LAB. CODE §§ 201, 202, & 203)
19 PLAINTIFF AGAINST ALL DEFENDANTS

20 62. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

21 63. California Labor Code §§ 201 and 202 provide for immediate payment of all
22 wages owed at termination of employment.

23 64. As described above, Defendants failed to pay minimum wages and meal/rest
24 period premium wages. Defendants have failed to liquidate these unpaid wages upon separation
25 from employment, whether through voluntary resignation or involuntary termination, in violation
of California law.

26 65. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to
27 pay Plaintiff and a substantial portion of the Class all the wages owed to them, because when
28

1 Plaintiff and a substantial portion of the Class left their employment with Defendants,
2 Defendants did not pay them the wages owed for meal/rest premiums, and unpaid time. This
3 failure to pay wages owed was willful and, as such, Defendants are liable for penalties under §
4 203 of the Labor Code.

5 66. California Labor Code § 203 provides:

6 If an employer willfully fails to pay, without abatement or reduction, in
7 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee
8 who is discharged or who quits, the wages of the employee shall continue as a
9 penalty from the due date thereof at the same rate until paid or until an action
10 therefore is commenced; but the wages shall not continue for more than 30 days.
11 An employee who secretes or absents himself or herself to avoid payment to him
or her, or who refuses to receive the payment when fully tendered to him or her,
including any penalty then accrued under this section, is not entitled to any benefit
under this section for the time during which he or she so avoids payment. Suit
may be filed for these penalties at any time before the expiration of the statute of
limitations on an action for the wages from which the penalties arise.

12 67. Defendants willfully failed to pay all wages due as the failure to pay was not
13 inadvertent or accidental. As a result, Plaintiff and the Class are entitled to 30 days' wages. "30
14 days' wages" is calculated pursuant to California case law as 30 working days and not merely a
15 month's wages.

16 68. In calculating 30 days' wages pursuant to California Labor Code §203, Plaintiff
17 and the Class are entitled to compensation for all forms of wages earned (even if not properly
18 paid), including, but not limited to, compensation for unprovided meal periods.

19 69. More than 30 working days have passed since Plaintiff and many members of the
20 Class have left Defendants' employment, and despite this, they have not received payment
21 pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all
22 wages, Plaintiff and the Class are entitled to 30 days' wages as a penalty under Labor Code
23 §203.

24 70. Wherefore, Plaintiff and the Class seek the relief as described herein and below.

25
26 **FIFTH CAUSE OF ACTION**
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
27 **CAL. LAB. CODE §§ 226, 226.2 & IWC ORDER**
PLAINTIFF AGAINST ALL DEFENDANTS

1 71. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

2 72. California Labor Code Section 226(a) states:

3 Every employer shall, semimonthly or at the time of each payment
4 of wages, furnish each of his or her employees, either as a
5 detachable part of the check, draft, or voucher paying the
6 employee's wages, or separately when wages are paid by personal
7 check or cash, an accurate itemized statement in writing showing
8 (1) gross wages earned, (2) total hours worked by the employee,
9 except for any employee whose compensation is solely based on a
10 salary and who is exempt from payment of overtime under
11 subdivision (a) of Section 515 or any applicable order of the
12 Industrial Welfare Commission, (3) the number of piece-rate units
13 earned and any applicable piece-rate if the employee is paid on a
14 piece-rate basis, (4) all deductions, provided that all deductions
15 made on written orders of the employee may be aggregated and
16 shown as one item, (5) net wages earned, (6) the inclusive dates of
17 the period for which the employee is paid, (7) the name of the
18 employee and his or her social security number, except that by
19 January 1, 2008, only the last four digits of his or her social
20 security number or an employee identification number other than a
21 social security number may be shown on the itemized statement,
22 (8) the name and address of the legal entity that is the employer,
23 and (9) all applicable hourly rates in effect during the pay period
24 and the corresponding number of hours worked at each hourly rate
25 by the employee. The deductions made from payments of wages
26 shall be recorded in ink or other indelible form, properly dated,
27 showing the month, day, and year, and a copy of the statement or a
28 record of the deductions shall be kept on file by the employer for at
 least three years at the place of employment or at a central location
 within the State of California.

18 73. Defendants have failed to provide Plaintiff and, on information and belief, Class
19 Members accurate itemized wage statements that include the gross wages earned, total hours
20 worked, all deductions, net wages earned, pay period dates, name of employee, name address of
21 the legal entity that is the employer, and all applicable hourly rates in effect during the pay
22 period, as mandated by Labor Code §226 and applicable IWC Wage Order, because such
23 statements understate wages by failing to include those wages owed for unprovided rest and meal
24 periods and reimbursements of expenses.

25 74. Defendants have, in turn, violated California Labor Code § 226(a) by inaccurately
26 stating gross and net wages and other issues as described above.

1 75. By knowingly and intentionally failing to provide Plaintiff and Class Members
2 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
3 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

4 76. California Labor Code § 226.6 states:

5 Any employer who knowingly and intentionally violates the
6 provisions of Section 226 or 226.2, or any officer, agent,
7 employee, fiduciary, or other person who has the control, receipt,
8 custody, or disposal of, or pays, the wages due any employee, and
9 who knowingly and intentionally participates or aids in the
10 violation of any provision of Section 226 or 226.2 is guilty of a
misdemeanor and, upon conviction thereof, shall be fined not more
than one thousand dollars (\$1,000) or be imprisoned not to exceed
one year, or both, at the discretion of the court. That fine or
imprisonment, or both, shall be in addition to any other penalty
provided by law.

11 77. Defendants have the ability to pay all wages due and have the ability to provide
12 Plaintiff and the Class accurate wage statements mandated by Labor Code § 226. But Defendants
13 have willfully refused to pay and accurately state wages, intending to secure instead a discount
14 upon their indebtedness to Plaintiff and the Class, and intending to annoy, harass, oppress,
15 hinder, delay, or defraud Plaintiff and the Class, in violation of California Labor Code § 226.6.

16 78. Defendants' violation of Labor Code § 226 also constitutes a predicate violation
17 of California Business & Profession Code §§17200 *et seq.*

18 79. Wherefore, Plaintiff and the Class request relief as described herein and below.

19 **SIXTH CAUSE OF ACTION**
20 **VIOLATION OF UNFAIR COMPETITION LAW**
 (CAL. BUS. & PRO. CODE §§ 17200 *et seq.*)
21 **PLAINTIFF AGAINST ALL DEFENDANTS**

22 80. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23 81. On information and belief, and at all times relevant, Plaintiff alleges Defendants,
24 by and through their policies and practices, engaged in unlawful activity prohibited by Business
25 and Professions Code §§ 17200 *et seq.*, including the following:

- 26 a. Requiring Class Members, including Plaintiff, to work at least
27 five (5) hours without a timely, thirty (30) minute, uninterrupted
28 meal period, and failing to pay such employees one (1) hour of

1 additional wages at the employees' regular rate of compensation
2 for each workday that the meal period was not provided, in
3 violation of California law and policy;

4 b. Failure to provide ten minutes of consecutive uninterrupted rest
5 time for every four hours worked and failing to pay such
6 employees one (1) hour of additional wages at the employees'
7 regular rate of compensation for each workday that the rest
8 period was not provided, in violation of California law and
9 policy;

10 c. Failure to pay minimum wages for all hours worked by forcing
11 Plaintiff and the Class to work "off-the-clock";

12 d. Failure to provide Class Members, including Plaintiff, with
13 accurate itemized wage statements in violation of California law
14 and public policy;

15 e. Failure to pay Class Members all wages owed at the time of
16 termination of employment in violation of California law and
17 public policy;

18 f. Failure to pay to Class Members, including Plaintiff, all
19 minimum wages owed, including those for meal periods and
20 reimbursements, as detailed above upon separation from
21 employment – whether voluntary or not – in violation of
22 California law and policy; and

23 g. Failure to create or maintain accurate time-keeping records for
24 Class Members, including Plaintiff, resulting in failure to
25 accurately pay wages owed and provide accurate itemized wage
26 statements, in violation of California law and public policy.

1 82. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
2 unfair, and deceptive business practices, within the meaning of Business and Professions Code
3 §§ 17200 *et seq.* Plaintiff and, on information and belief the Class, have suffered injury in fact
4 and have lost money or property as a result of such unfair competition.

5 83. Plaintiff and the Class are entitled to an injunction and other equitable relief
6 against such unlawful practices to prevent future damage, for which there is no adequate remedy
7 at law, and to avoid a multiplicity of lawsuits.

8 84. As a result of their unlawful acts, Defendants have reaped and continue to reap
9 unfair benefits and unlawful profits at the expense of Plaintiff and the Class. Defendants should
10 be enjoined from this activity and made to disgorge the ill-gotten gains and restore to Plaintiff
11 and Class Members the wrongfully withheld wages, pursuant to Business and Professions Code §
12 17203 and the penalties provision of § 17202.

13 85. Plaintiff is informed and believe, and thereon allege, Defendants have been and
14 continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive
15 business practices as alleged throughout this Complaint. Plaintiff is further informed and believe,
16 and thereon allege, Plaintiff and Class Members are prejudiced by Defendants' unfair business
17 practices.

18 86. As a direct and proximate result of Defendants' unfair business practices,
19 Plaintiff, individually and on behalf of all employees similarly situated, is entitled to equitable
20 and injunctive relief, including full restitution and/or disgorgement of all wages which have been
21 unlawfully withheld from Plaintiff and the Class as a result of the business acts and practices
22 described herein, and enjoinder of Defendants to cease and desist from engaging in the
23 practices described herein.

24 87. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
25 and all Class Members are entitled, in accordance with Business and Professions Code § 17202,
26 to enforcement of penalties resulting from the business acts and practices described herein, and
27

28

1 entitled to enjoinder of Defendants to cease and desist from engaging in the practices described
2 herein.

3 88. On information and belief, the unlawful conduct alleged herein is continuing, and
4 there is no indication Defendants will cease such activity. Plaintiff alleges that, if Defendants are
5 not enjoined from the conduct set forth in this Complaint, they will continue their practice of
6 failing provide meal periods or compensation in lieu thereof, and failing to reimburse employees
7 for necessary expenses.

8 89. Wherefore, Plaintiff and the Class request relief as described herein and below
9 and as deemed just and proper by this Court.

10
11 **PRAYER FOR RELIEF**

12 90. Wherefore, Plaintiff prays for judgment for Plaintiff and the Class as follows:

- 13 a. That the Court determine this action may be maintained as
14 a class action or actions;
- 15 b. For compensatory damages including wages in an amount
16 according to proof with interest thereon;
- 17 c. For economic and/or special damages in an amount
18 according to proof with interest thereon;
- 19 d. For a declaratory judgment that each of the Defendants
20 violated Plaintiff's and Class Members' rights under the
21 California Labor Code and applicable IWC Wage Orders as
22 set forth in the preceding paragraphs;
- 23 e. That each of the Defendants be found to have engaged in
24 unfair competition in violation of California Business and
25 Professions Code § 17200 *et seq.*;
- 26 f. That each of the Defendants be ordered and enjoined to
27 make restitution to the Class due to their unfair
28

1 competition, including disgorgement of their wrongfully-
2 obtained revenues, earnings, profits, compensation, and
3 benefits, pursuant to California Business and Professions
4 Code §§ 17203 and 17204;

5 g. That each of the Defendants be enjoined from continuing
6 the unlawful or unfair competition in violation of § 17200
7 as alleged herein;

8 h. For declaratory relief for Defendants' violation of the
9 California Labor Code and California Business and
10 Professions Code;

11 i. That Defendants be enjoined from further acts of restraint
12 of trade or unfair competition;

13 j. For premium wages pursuant to Labor Code §§ 226, 226.7,
14 and 510;

15 k. For unpaid wages pursuant to California Labor Code §
16 1194 and liquidated damages pursuant to Labor Code §
17 1194.2;

18 l. For an order imposing all statutory and/or civil penalties
19 provided by law, including but not limited to, penalties
20 under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7,
21 256, 512, 558, 1174.5, 1194, 1194.2, 1197.1, and 2802
22 relating to all facts alleged in this Complaint;

23 m. An award to Plaintiff and the Class Members of reasonable
24 attorneys' fees, costs, and interest thereon pursuant to Code
25 of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6,
26 226, and 1194, and/or other applicable law;

- 1 n. For actual, incidental, and consequential damages for
2 breach of contract;
3 o. Injunctive relief;
4 p. Interest pursuant to California Labor Code § 218.6;
5 q. For all provisions of the Labor Code violated as described
6 above except those for which a civil penalty is specifically
7 provided, a civil penalty of one hundred dollars (\$100) for
8 each aggrieved employee per pay period for the initial
9 violation and two hundred dollars (\$200) for each
10 aggrieved employee per pay period for each subsequent
11 violation; and
12 r. For all provisions of the Labor Code violated as described
13 above for which a civil penalty is specifically provided,
14 civil penalties for each aggrieved employee as specifically
15 provided by statute.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands trial of her claims and those of the Class by jury to the extent
18 authorized by law.

19 Dated: October 14, 2025

MALLISON & MARTINEZ

20 By: 
21 _____
22 Stan S. Mallison
23 Hector R. Martinez
24 Cody A. Bolce
25 Elizabeth R. Klos
26 Attorneys for Plaintiff and a Class of
27 Similarly Situated Employees
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