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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIA GARCIA, an individual and on behalf of
all others similarly situated;

Plaintiff,

vs.

THE RITZ-CARLTON HOTEL COMPANY,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 50,

Defendants.

Case No.: CVRI2506036

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff MIA GARCIA (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants THE RITZ-CARLTON HOTEL COMPANY, LLC, a Delaware Limited
4 Liability Company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198,
10 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”),
11 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
12 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
13 violations of the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Riverside County, and some of
16 the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff
17 was employed by Defendants within Riverside County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, and
25 Wage Order 5.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Riverside County, and the State of California and,
2 therefore, were (and are) doing business in Riverside County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
7 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate hotels in California, including the Ritz-Carlton Rancho
3 Mirage in Rancho Mirage, California. Defendants employed Plaintiff as an hourly-paid, non-exempt
4 employee from approximately November 2023 to approximately August 2025.

5 11. During the relevant period, Defendants forced Plaintiff and other non-exempt
6 employees to work off the clock at the beginning and end of their shifts without compensation.
7 Specifically, Defendant's timekeeping policy, entitled Time Clock & Payroll Procedure Reminders
8 ("Timekeeping Policy") states: "IN FOR SHIFT – you must be in full uniform, ready to work when
9 you swipe in. When you swipe in you are on the clock and being paid. [Don't swipe and then go to
10 locker room to put bags in locker or swipe in and then park car]" and "OUT FROM WORK – your
11 shift has ended, you have: left your work area & returned keys, FOBS or radios to Loss Prevention.
12 Go to your time clock and swipe out. If you choose, you may change your clothes or leave
13 property." Additionally, Defendant's uniform policy, entitled Appearance Standards ("Uniform
14 Policy") states in relevant part: "Employees whose positions require a uniform will be issued a
15 minimum of two, which are cleaned and maintained by The Ritz-Carlton, Rancho Mirage at no
16 expense to the employee. Uniforms can be picked up and dropped off at the Uniform issue window
17 daily."

18 12. As a result of the Timekeeping Policy and the Uniform Policy, Plaintiff and other
19 non-exempt employees were required to wait in line to pick up their uniforms from the Uniform
20 window and change into their uniforms before they were permitted by Defendants to clock in and,
21 as Defendants' own policy states, be "on the clock and being paid." At the end of their shifts,
22 Plaintiff and other non-exempt employees had to clock out first before they were permitted to change
23 out of their uniform and return the uniform to the Uniform window. On average, Plaintiff worked
24 approximately 15 to 20 minutes off the clock each shift waiting in line to pick up her uniform,
25 changing into and out of her uniform, and returning her uniform, all while being under Defendant's
26 control and without minimum wage and overtime compensation.

27 13. As a result of Defendants' failure to pay all minimum and overtime wages, and
28 unlawful timekeeping and payroll practices as alleged above, Defendants maintained inaccurate

1 payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.
2 As a further result of Defendants' failure to pay all minimum and overtime wages, Defendants
3 failed to timely pay all final wages to Plaintiff and other former non-exempt employees upon their
4 separation of employment from Defendants.

5 **CLASS ACTION ALLEGATIONS**

6 14. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
7 Classes pursuant to § 382 of the California Code of Civil Procedure: All current and former non-
8 exempt employees of Defendants who worked at the Ritz-Carlton Rancho Mirage and who were
9 required to pick up their uniforms at the Uniform window at the start of their shifts and/or drop off
10 their uniforms at the Uniform window at the end of their shifts, during the four years immediately
11 preceding the filing of this action through the present.

12 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
13 joinder of all members would be impractical, if not impossible. The membership of the Classes is
14 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
15 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
16 of Defendants' employment records, including payroll records.

17 16. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
18 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
19 the Classes, which predominate over questions affecting only individual members including,
20 without limitation to:

- 21 a. Whether Defendants properly paid all overtime wages to members of the Overtime
22 Class;
- 23 b. Whether Defendants paid at least the minimum wage for all hours worked to
24 members of the Minimum Wage Class;
- 25 c. Whether Defendants furnished legally compliant wage statements to members of the
26 Wage Statement Class pursuant to Labor Code § 226; and
- 27 d. Whether Defendants timely paid all final wages to members of the Waiting Time
28 Class at the time of their separation of employment pursuant to Labor Code §§ 201

1 and 202.

2 These common questions of law and fact set forth above are numerous and substantial and
3 stem from Defendants' policies and/or practices applicable to each individual class member. As
4 such, the common questions predominate over individual questions concerning each individual
5 class member's showing as to their eligibility for recovery or as to the amount of their damages.

6 17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
7 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
8 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
9 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
10 to Defendants' timekeeping and payroll policies/practices, not paid all final wages upon separation
11 of employment, and not provided with accurate, compliant, itemized wage statements.

12 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
13 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
14 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
15 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
16 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
17 members of the Classes.

18 19. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
19 public interest in establishing minimum working conditions and standards in California. These laws
20 and labor standards protect the average working employee from exploitation by employers who
21 have the responsibility to follow the laws and who may seek to take advantage of superior economic
22 and bargaining power in setting onerous terms and conditions of employment. The nature of this
23 action and the format of laws available to Plaintiff and members of the Classes make the class
24 action format a particularly efficient and appropriate procedure to redress the violations alleged
25 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
26 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
27 resources of each individual plaintiff with their vastly superior financial and legal resources.

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1 20. Moreover, requiring each member of the Class(es) to pursue an individual remedy
2 would also discourage the assertion of lawful claims by employees who would be disinclined to file
3 an action against their former and/or current employer for real and justifiable fear of retaliation and
4 permanent damages to their careers at subsequent employment. The claims of the individual
5 members of the Class are not sufficiently large to warrant vigorous individual prosecution
6 considering all of the concomitant costs and expenses attending hereto.

7 21. Furthermore, the prosecution of separate actions by the individual class members,
8 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
9 with respect to the individual class members against Defendants herein; and which would establish
10 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
11 respect to individual class members which would, as a practical matter, be dispositive of the interest
12 of the other class members not parties to adjudications or which would substantially impair or
13 impede the ability of the class members to protect their interests. As such, the Classes identified
14 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

15 **FIRST CAUSE OF ACTION**

16 **MINIMUM WAGE VIOLATIONS**

17 **(Against All Defendants)**

18 22. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
19 fully set forth herein.

20 23. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
21 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
22 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
23 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
24 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
25 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
26 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
27 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
28 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and

1 Wage Order 5.

2 24. Labor Code § 1198 makes unlawful the employment of an employee under
3 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 25. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
8 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
9 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
10 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
11 3289.

12 **SECOND CAUSE OF ACTION**
13 **OVERTIME WAGE VIOLATIONS**
14 **(Against All Defendants)**

15 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
18 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
19 and compensation for all overtime hours worked and provide a private right of action for the failure
20 to pay all overtime compensation for overtime work performed.

21 28. At all times relevant herein, Defendants were required to properly compensate non-
22 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
23 worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer
24 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
25 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
26 Class to work overtime hours but failed to compensate these employees for all overtime hours
27 actually worked.

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1 29. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **WAGE STATEMENT PENALTIES**

8 **(Against All Defendants)**

9 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Class with accurate and complete, itemized wage statements
14 that included, among other requirements, all hours worked, total gross wages earned, and/or all rates
15 of pay and corresponding number of hours worked, total net wages earned in violation of Labor
16 Code § 226.

17 32. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
18 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
19 to, among other things, the non-payment of minimum and overtime wages owed and deprived them
20 of the information necessary to identify the discrepancies in Defendants' reported payroll data.

21 33. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
22 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
23 attorneys' fees, and costs of suit according to California Labor Code § 226.

24 **FOURTH CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(Against All Defendants)**

27 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
28 fully set forth herein.

1 35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
2 employer to pay all wages immediately at the time of separation of employment in the event the
3 employer discharges the employee or the employee provides at least 72 hours of notice of their
4 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
5 said employee's wages become due and payable not later than 72 hours upon said employee's last
6 date of employment.

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
9 separation from employment, including unpaid minimum and overtime wages.

10 37. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
11 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
12 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
13 the requirements of Labor Code §§ 201-202.

14 38. Defendants' failure to pay all final wages was willful within the meaning of Labor
15 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
16 Time Class their earned wages upon separation from employment results in continued payment of
17 daily wages up to thirty days from the time the wages were due.

18 39. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
19 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
20 203.

21 **FIFTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(Against All Defendants)**

24 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 41. Defendants have engaged and continue to engage in unfair and/or unlawful business
27 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

28 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum

- 1 wages due;
- 2 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 3 c. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 4 the Wage Statement Class; and
- 5 d. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 6 Penalty Class.

7 42. Defendants' utilization of these unfair and/or unlawful business practices deprived

8 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally

9 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

10 Defendants' competitors who have been and/or are currently employing workers and attempting to

11 do so in honest compliance with applicable wage and hour laws.

12 43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

13 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

14 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

15 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

16 44. The acts complained of herein occurred within the last four years immediately

17 preceding the filing of the Complaint in this action.

18 **SIXTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(Against All Defendants)**

21 45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

22 fully set forth herein.

23 46. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*

24 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved

25 Employees"), brings this representative action against Defendants to recover the civil penalties due

26 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant

27 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial

28 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or

1 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
2 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
3 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
4 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
5 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
6 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
7 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
8 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
9 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
10 Code for which no civil penalty is specifically provided, based on the following Labor Code
11 violations:

- 12 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
13 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 14 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
15 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 16 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
17 statements in violation of Labor Code § 226;
- 18 d. Failing to timely pay all final wages and compensation earned by Aggrieved
19 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 20 e. Failing to pay Aggrieved Employees all earned wages at least twice during each
21 calendar month in violation of Labor Code § 204; and
- 22 f. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
23 of Labor Code §§ 1174 and 1198.

24 47. On or about October 13, 2025, Plaintiff notified Defendants via certified mail, and
25 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
26 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
27 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
28 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying

1 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
2 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
3 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
4 with respect to these violations.

5 48. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
6 under California Labor Code § 2699(g).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
9 this suit is brought against Defendants, as follows:

- 10 1. For an order certifying the proposed Classes;
- 11 2. For an order appointing Plaintiff as representative of the Classes;
- 12 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 13 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
14 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
15 1197;
- 16 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
17 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
19 226;
- 20 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
21 203;
- 22 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
25 *seq.*;
- 26 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
27 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
28 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to

1 pay each employee and \$200 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
3 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
6 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
7 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
8 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
9 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for which
11 no civil penalty is specifically provided;

12 10. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
13 and Civil Code §§ 3287 and 3289;

14 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

16 12. For such other and further relief, the Court may deem just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all claims.

19
20 DATED: December 16, 2025

JUSTICE FOR WORKERS, P.C.

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22 By: 

23 William C. Sung
24 Tiffany L. Luu
25 Joseph C. Ramli
26 Attorneys for Plaintiff MIA GARCIA
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