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 individually, and on behalf of all others similarly situated

**FILED**  
 Superior Court of California  
 County of Los Angeles  
**12/29/2025**

David W. Slayton, Executive Officer / Clerk of Court  
 By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES**

ANTONIA PARRA and DANIEL SANCHEZ  
 MEZA, individually, and on behalf of all others  
 similarly situated,

Plaintiff,

v.

JRK RESIDENTIAL GROUP, INC.; and DOES  
 1 through 50, inclusive,

Defendants.

Case No.: 25STCV30937

*Assigned for all purposes to:  
 Hon. Samantha Jessner, Dept. 7*

**FIRST AMENDED COMPLAINT:**

1. Failure to Pay Minimum, Sick, and Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Periods;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay All Wages Due During Employment and Upon Separation of Employment;
6. Unfair and Unlawful Business Practices; and
7. Private Attorneys General Act of 2004

1 Plaintiffs Antonia Parra and Daniel Sanchez Meza (“Plaintiffs”), individually and on behalf  
2 of all others similarly situated, alleges as follows:

### 3 INTRODUCTION

4 1. Plaintiffs bring this putative class and representative action against defendants JRK  
5 Residential Group, Inc. and DOES 1 through 50, inclusive (collectively, “Defendants”), on  
6 Plaintiffs’ own behalf and on behalf of a class of individuals who are and were employed by  
7 Defendants as non-exempt or hourly-paid employees throughout California.

8 2. Plaintiffs allege that Defendants engaged in a pattern of wage and hour violations  
9 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of  
10 which contribute to Defendants’ deliberate unfair competition.

11 3. Plaintiffs are informed and believe, and thereon allege, that Defendants have  
12 increased their profits by violating state wage and hour laws by, among other things:

- 13 (a) failing to pay all minimum, sick, and overtime wages;
- 14 (b) failing to provide meal periods or pay meal period premiums;
- 15 (c) failing to authorize or permit rest periods or pay rest period premiums;
- 16 (d) failing to provide accurate itemized wage statements; and
- 17 (e) failing to pay all wages due during employment and upon separation of  
18 employment.

19 4. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all  
20 other similarly situated in California to recover, among other things, unpaid wages, statutory  
21 penalties, benefits, interest, attorneys’ fees, costs and expenses, and civil penalties pursuant to  
22 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12,  
23 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

### 24 JURISDICTION AND VENUE

25 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

26 6. The monetary damages, restitution, penalties, and other legal and equitable relief  
27 sought by Plaintiffs exceed the minimal jurisdictional limits of this Court and will be established  
28 according to proof at trial.

7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

## THE PARTIES

10. Plaintiff Antonia Parra is a California resident and was employed by Defendants in Pittsburg, California as a non-exempt assistant manager from approximately February 2023 to approximately February 2024.

11. Plaintiff Daniel Sanchez Meza is a California resident and was employed by Defendants in Petaluma, California as a non-exempt leasing consultant from approximately February 2025 to approximately April 2025.

12. Defendants were and are subject to the Labor Code and IWC Wage Orders as employers whose employees were and are engaged to work throughout this county and the State of California.

13. Plaintiffs are unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

14. Plaintiffs are informed and believe and thereon allege that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the

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1 other co-Defendants and within the course and scope of such agency, employment, joint venture,  
2 or concerted activity with legal authority to act on the others' behalf.

3 15. Plaintiffs are informed and believe and thereon allege that during the relevant time  
4 period, DOES 1 through 50 were the employers of Plaintiffs and the other members of the class  
5 within the meaning of all applicable state laws and statutes. Plaintiffs are informed and believe and  
6 thereon allege that DOES 1 through 50 directly or indirectly controlled or affected the working  
7 conditions, working hours, and conditions of employment of Plaintiffs and the other members of  
8 the class so as to make each Defendant an employer liable under the statutory provision set forth  
9 herein.

10 16. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 had  
11 the authority to hire and terminate Plaintiffs and the other members of the class, to set work rules  
12 and conditions governing Plaintiffs and the other members of the class's employment, and to  
13 supervise their daily employment activities.

14 17. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50  
15 exercise sufficient authority over the terms and conditions of Plaintiffs' and the other members of  
16 the class's employment for them to be joint employers of Plaintiffs and the other members of the  
17 class.

#### 18 **CLASS ACTION ALLEGATIONS**

19 18. Plaintiffs bring this action under Code of Civil Procedure § 382 on Plaintiffs' own  
20 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code  
21 Business and Professions Code, and IWC Wage Order Violations.

22 19. All claims alleged herein arise under California law for which Plaintiffs seek relief  
23 authorized by California law.

24 20. Plaintiffs' proposed class consists of and is defined as follows:

25 All individuals currently or formerly employed by Defendants as  
26 non-exempt or hourly-paid employees in the State of California at  
27 any time between four years prior to the filing of this action and the  
date of class certification ("Class").

28 21. Members of the Class described above will be collectively referred to as "Class

Members.”

22. Plaintiffs reserve the right to modify or re-define the Class, establish subclasses, or modify or re-define any class definition as appropriate based on investigation, discovery, and specific theories of liability.

23. There are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to the following:

- (a) Whether Defendants failed to pay Plaintiffs and Class Members all wages (including minimum, sick, and overtime wages) for all hours worked by Plaintiffs and Class Members;
- (b) Whether Defendants failed to provide Plaintiffs and Class Members with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- (c) Whether Defendants failed to pay meal period premiums at the regular rate of pay when Plaintiffs and Class Members were not provided with timely, 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- (d) Whether Defendants failed to permit Plaintiffs and Class Members to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof;
- (e) Whether Defendants failed to pay rest period premiums at the regular rate of pay when Plaintiffs and Class Members were not permitted to take 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof;
- (f) Whether Defendants failed to provide Plaintiffs and Class Members accurate itemized wage statements.
- (g) Whether Defendants failed to pay wages timely to Plaintiffs and Class Members during employment;
- (h) Whether Defendants failed to pay Plaintiffs and Class Members all wages timely upon termination of employment.

- 1 (i) Whether Defendants' conduct was willful, reckless, intentional, and/or  
2 knowing; and  
3 (j) Whether Defendants engaged in unfair business practices in violation of  
4 Business and Professions Code § 17200, et seq.

5 24. There is a well-defined community of interest in this litigation and the proposed  
6 Class and subclasses are readily ascertainable:

- 7 (a) Numerosity: The Class Members are so numerous that joinder of all  
8 members is impractical. Although the members of the Class are unknown to  
9 Plaintiffs at this time, on information and belief, the Class is estimated to be  
10 greater than 300 individuals. The identities of the Class Members are readily  
11 ascertainable by inspection of Defendants' employment and payroll records.  
12 (b) Typicality: Plaintiffs' claims (or defenses, if any) are typical of the claims  
13 (or defenses, if any) of the Class Members because Defendants' failure to  
14 comply with the provisions of California's wage and hour laws entitled each  
15 Class Member to similar pay, benefits, and other relief. The injuries  
16 sustained by Plaintiffs are also typical of the injuries sustained by the Class  
17 Members, because they arise out of and are caused by Defendants' common  
18 course of conduct as alleged herein.  
19 (c) Adequacy: Plaintiffs will fairly and adequately represent and protect the  
20 interests of all Class Members because it is in Plaintiffs' best interest to  
21 prosecute the claims alleged herein to obtain full compensation and penalties  
22 due. Plaintiffs' attorneys, as proposed class counsel, are competent and  
23 experienced in litigating large employment class actions and versed in the  
24 rules governing class action discovery, certification, and settlement.  
25 Plaintiffs have incurred and, throughout the duration of this action, will  
26 continue to incur attorneys' fees and costs that have been and will be  
27 necessarily expended for the prosecution of this action for the substantial  
28 benefit of the Class Members.

1 (d) Superiority: The nature of this action makes use of class action adjudication  
2 superior to other methods. A class action will achieve economies of time,  
3 effort, and expense as compared with separate lawsuits and will avoid  
4 inconsistent outcomes because the same issues can be adjudicated in the  
5 same manner for the entire Class at the same time. If appropriate, this Court  
6 can, and is empowered to, fashion methods to efficiently manage this case  
7 as a class action.

### 8 **GENERAL ALLEGATIONS**

9 25. During the relevant time period, Defendants employed Plaintiffs and Class  
10 Members as non-exempt or hourly-paid employees throughout California at Defendants'  
11 California business location(s).

12 26. During the relevant time period, Defendants knew that Plaintiffs and Class Members  
13 were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiffs  
14 and Class Members the applicable minimum, sick, and overtime wage for all hours worked due to  
15 Defendants' policy and practice of failing to include nondiscretionary commissions and bonuses  
16 in the regular rate of pay. Further, Defendants often failed to pay all wages due for time worked as  
17 reflected in Plaintiffs' and Class Members' timekeeping records. As a result, Defendants failed to  
18 pay Plaintiffs and Class Members for all minimum, sick, and overtime wages in violation of the  
19 Labor Code and applicable IWC Wage Order.

20 27. During the relevant time period, Defendants knew that Plaintiffs and Class Members  
21 were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked  
22 or payment of meal period premiums at their regular rate of pay in lieu thereof. However,  
23 Defendants failed to provide Plaintiffs and Class Members with 30-minute, uninterrupted, duty-  
24 free meal periods for every 5 hours worked and failed to pay meal period premiums at their regular  
25 rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

26 28. During the relevant time period, Defendants knew that Plaintiffs and Class Members  
27 were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major  
28 fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof.

1 However, Defendants failed to permit Plaintiffs and Class Members to take 10-minute,  
2 uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed  
3 to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the Labor  
4 Code and applicable IWC Wage Order.

5 29. During the relevant time period, Defendants knew that Plaintiffs and Class Members  
6 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,  
7 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period  
8 and the corresponding number of hours worked at each hourly rate. However, due to Defendants'  
9 failure to record and pay for all time worked and Defendants' failure to provide meal and rest  
10 periods or meal and rest period premiums in lieu thereof, Defendants failed to provide accurate  
11 itemized wage statements in violation of the Labor Code.

12 30. During the relevant time period, Defendants knew that Plaintiffs and Class Members  
13 were entitled to timely payment of wages due during employment and upon separation of  
14 employment. In violation of the Labor Code, Plaintiffs and Class Members did not receive payment  
15 of all wages within the required time periods.

16 31. During the relevant time period, Defendants knew they had a duty to compensate  
17 Plaintiffs and Class Members, and Defendants had the financial ability to pay such compensation  
18 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'  
19 profits.

20 32. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief  
21 against Defendants on Plaintiffs' own behalf and on behalf of all Class Members to recover, among  
22 other things, unpaid wages (including minimum, regular, and overtime wages), unpaid meal period  
23 premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties,  
24 costs, and expenses.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM, SICK, AND OVERTIME WAGES**

3 (Violation of Labor Code §§ 246, 510, 1194, 1194.2, 1197, & 1198; Violation of IWC Wage  
4 Order §§ 3, 4, and 5)

5 33. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as  
6 though fully set forth herein.

7 34. During the relevant time period, Defendants were required to compensate Plaintiffs  
8 and Class Members for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 510, 1194, 1194.2,  
9 1197, and 1198, and the applicable IWC Wage Order.

10 35. During the relevant time period, Defendants were required to compensate Plaintiffs  
11 and Class Members who used paid sick leave either at their regular rate of pay for the workweek  
12 in which they used paid sick leave or by dividing their total compensation for the previous 90 days  
13 by the total number of non-overtime hours worked in the previous 90 days.

14 36. Labor Code § 246 provides the employees must be paid for time off work for  
15 treatment, diagnosis, or preventative care for themselves, a family member, or a designated person.

16 37. Labor Code § 510 provides that employees must be paid overtime compensation at  
17 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a  
18 week, and for the first 8 hours worked on the 7th day of work.

19 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed  
20 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than  
21 the minimum so fixed is unlawful

22 39. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful  
23 to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the  
24 individual's regular rate of pay, depending on the number of hours worked by the individual on a  
25 daily or weekly basis.

26 40. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate  
27 Plaintiffs and Class Members for all overtime hours worked, calculated at 1 ½ times their regular  
28 rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for

the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours after 12 in a workday and for all hours over 8 worked on the 7th day of any workweek.

41. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members all wages owed when Defendants did not pay for all hours worked at the correct rate of pay.

42. In violation of the Labor Code, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiffs and Class Members for all wages earned and all hours worked, including work performed in workweeks in which they did not qualify for any overtime compensation.

43. During the relevant time period, Defendants regularly failed to pay all wages to Plaintiffs and Class Members for all hours worked in violation of the Labor Code and the applicable IWC Wage Order.

44. Defendants' failure to pay Plaintiffs and Class Members overtime and double-time compensation violates Labor Code §§ 510 and 1198.

45. As a direct and proximate result of Defendants' failure to pay Plaintiffs and Class Members the required wages, Plaintiffs and Class Members are entitled to recover the unpaid balance of their wages, including minimum, sick, and overtime wages, as well as interest, costs, and attorneys' fees.

46. Pursuant to Labor Code § 1194.2, Plaintiffs and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## **SECOND CAUSE OF ACTION**

### **FAILURE TO PROVIDE MEAL PERIODS**

(Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

47. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though forth herein.

48. Labor Code § 226.7 prohibits employers from requiring an employee to work during any meal period mandated by the IWC Wage Orders.

1           49.     Section 11 of the applicable IWC Wage Order provides, “[n]o employer shall  
2 employ any person for a work period of more than five (5) hours without a meal period of not less  
3 than 30 minutes, except that when a work period of not more than six (6) hours will complete the  
4 day’s work the meal period may be waived by mutual consent of the employer and the employee.”

5           50.     Labor Code § 512(a) provides that an employer may not require, cause, or permit  
6 an employee to work for a period of more than 5 hours per day without providing the employee  
7 with an uninterrupted meal period of not less than 30 minutes, except that if the total work period  
8 per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent  
9 of both the employer and the employee.

10          51.     Labor Code § 512(a) also provides that an employer may not employ an employee  
11 for a work period of more 10 hours per day without providing the employee with a second meal  
12 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,  
13 the second meal period may be waived by mutual consent of the employer and the employee only  
14 if the first meal period was not waived.

15          52.     During the relevant time period, Plaintiffs and Class Members did not receive  
16 compliant meal periods for every 5 hours worked because their meal periods were missed, late,  
17 short, interrupted, and/or they were not permitted to take a second meal period.

18          53.     Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require  
19 an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for  
20 each workday that a compliant meal period is not provided.

21          54.     During the relevant time period, Defendants failed to pay Plaintiffs and Class  
22 Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code  
23 § 226.7(b) and section 11 of the applicable IWC Wage Order.

24          55.     As a result of Defendants’ failure to pay Plaintiffs and Class Members an additional  
25 hour of pay for each day a compliant meal period was not provided, Plaintiffs and Class Members  
26 suffered and continue to suffer a loss of wages and compensation.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST PERIODS**

3 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

4 56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as  
5 though fully set forth herein.

6 57. Labor Code § 226.7(a) provides that no employer shall require an employee to work  
7 during any rest period mandated by the IWC Wage Orders.

8 58. Section 12 of the applicable IWC Wage Order states “[e]very employer shall  
9 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the  
10 middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total  
11 hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]”  
12 unless the total time worked is less than 3 ½ hours.

13 59. During the relevant time period, Plaintiffs and Class Members did not receive a 10-  
14 minute rest period for every 4 hours or major fraction thereof worked because they were required  
15 to work through their rest periods and/or were not authorized to take their rest periods.

16 60. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires  
17 an employer to pay an employee an additional hour of pay at the employee's regular rate of  
18 compensation for each day that a compliant rest period is not provided.

19 61. During the relevant time period, Defendants failed to pay Plaintiffs and Class  
20 Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor  
21 Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

22 62. As a result of Defendants’ failure to pay Plaintiffs and Class Members an additional  
23 hour of pay for each day a compliant rest period was not provided, Plaintiffs and Class Members  
24 suffered and continue to suffer a loss of wages and compensation.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

27 (Violation of Labor Code § 226)

28 63. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as

1    though fully set forth herein.

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

12           65.     During the relevant time period, Defendants have knowingly and intentionally failed  
13   to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs and Class  
14   Members. The deficiencies include, among other things, the failure to correctly state the gross and  
15   net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours  
16   worked at each hourly rate by Plaintiffs and Class Members.

17           66.     As a result of Defendants' knowing and intentional failure to comply with Labor  
18   Code § 226(a), Plaintiffs and Class Members have suffered injury and damage to their statutory  
19   rights. Plaintiffs and Class Members are deemed to suffer an injury pursuant to Labor Code §  
20   226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiffs and Class  
21   Members were denied both their legal right to receive, and their protected interest in receiving,  
22   accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants  
23   failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiffs and  
24   Class Members from determining if all hours worked were paid at the appropriate rate and the  
25   extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs  
26   would not have had to engage in these efforts and incur these costs had Defendants provided the  
27   accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiffs' ability to  
28   demand and recover underpayment of wages from Defendants.

1           67.     Plaintiffs and Class Members are entitled to recover from Defendants the greater of  
2 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00  
3 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation  
4 in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys'  
5 fees and costs.

6           68.     Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and  
7 Class Members from knowing, understanding, and disputing the wages paid to them and resulted  
8 in a unjustified economic enrichment to Defendants. As a result of Defendants' knowing and  
9 intentional failure to comply with California Labor Code § 226(a), Plaintiffs and Class Members  
10 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to  
11 proof at trial.

12                                   **FIFTH CAUSE OF ACTION**

13                   **FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON**  
14                   **SEPARATION OF EMPLOYMENT**

15                                   (Violation of Labor Code §§ 201, 202, 203, 204, & 210)

16           69.     Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as  
17 though fully set forth herein.

18           70.     Labor Code §§ 201 and 202 provide that if an employer discharges an employee,  
19 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if  
20 an employee voluntarily leaves his or her employment, his or her wages shall become due and  
21 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-  
22 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his  
23 or her wages at the time of quitting.

24           71.     Labor Code § 203 provides that if an employer willfully fails to pay wages in  
25 accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages  
26 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or  
27 until an action therefor is commenced, but not for more than 30 days.

28           72.     Labor Code § 204 provides that employees must be paid within a certain number of

1 days of the close of the pay period. Labor Code § 210 provides that any employer who fails to pay  
2 in accordance with the deadlines set forth in Labor Code § 204 shall be subject to a penalty in the  
3 amount of \$100 for each failure to pay each employee and \$200 plus 25% of the amount unlawfully  
4 withheld for each subsequent violation or any willful or intentional violation.

5 73. During the relevant time period, Defendants failed to timely pay Plaintiffs and  
6 Class Members wages earned during the pay period within the required time limits.

7 74. During the relevant time period, Defendants willfully failed to pay Plaintiffs and  
8 Class Members their earned wages upon termination, either at the time of discharge or within  
9 seventy-two (72) hours of their leaving Defendants' employ.

10 75. Defendants' failure to pay Plaintiffs and Class Members all their earned wages  
11 within the required time limits during employment and at the time of discharge or within seventy-  
12 two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and  
13 204.

14 76. Plaintiffs and other Class Members are entitled to recover from Defendants the  
15 statutory penalties set forth in Labor Code §§ 203 and 210.

## 16 **SIXTH CAUSE OF ACTION**

### 17 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

18 (Violation of Business and Professions Code §§ 17200, *et seq.*)

19 77. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as  
20 though fully set forth herein.

21 78. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair  
22 competition, which includes any "unlawful, unfair, or fraudulent business act or practice . . ."

23 79. A violation of California Business and Professions Code §§ 17200, *et seq.* may be  
24 predicated on a violation of any state or federal law. Defendants' policies and practices violated  
25 California law, causing Plaintiffs and Class Members to suffer and continue to suffer injuries-in-  
26 fact.

27 80. Defendants' policies and practices violated state law in at least the following  
28 respects:

- 1 (a) Failing to pay minimum, sick, and overtime to Plaintiffs and Class Members  
2 at the correct rate in violation of Labor Code §§ 246, 510, 1194, 1194.2,  
3 1197, & 1198;
- 4 (b) Failing to provide compliant meal periods without paying Plaintiffs and  
5 Class Members meal period premiums for each day that lawful meal periods  
6 were not provided in violation of Labor Code §§ 226.7 and 512; and
- 7 (c) Failing to authorize and permit compliant rest breaks without paying  
8 Plaintiffs and Class Members rest period premiums for each day that lawful  
9 rest periods were not authorized or permitted in violation of Labor Code §  
10 226.7.

11 81. As alleged herein, Defendant engaged in unlawful conduct in violation of the  
12 California Labor Code and IWC Wage Orders, such as failing to pay minimum, regular, and  
13 overtime wages, failing to provide meal periods and rest periods or meal and rest period premiums  
14 in lieu thereof, all in order to decrease their costs of doing business and increase their profits.

15 82. Plaintiffs are informed and believe and thereon allege that during the relevant time  
16 period, Defendants were knowledgeable concerning the wage and hour laws of California.

17 83. During the relevant time period, Defendants intentionally avoided paying Plaintiffs  
18 and Class Members wages and monies owed, thereby creating an artificially lower cost of doing  
19 business in order to undercut Defendants' competitors and gain a greater foothold in the  
20 marketplace.

21 84. By violating the foregoing statutes and regulations as herein alleged, Defendants'  
22 acts constitute unfair and unlawful business practices under California Business and Professions  
23 Code §§ 17200, *et seq.*

24 85. As a result of the unfair and unlawful business practices of Defendants as alleged  
25 herein, Plaintiffs and Class Members are entitled to injunctive relief, disgorgement, and restitution  
26 in an amount to be shown according to proof at trial.

27 86. Plaintiffs seek to enforce important rights affecting the public interest within the  
28 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,

1 has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the  
2 general public. Based on Defendants' conduct as alleged herein, Plaintiffs and Class Members are  
3 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

4 **SEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

6 (Labor Code §§ 2698, *et seq.*)

7 87. Plaintiff Daniel Sanchez Meza hereby re-alleges and incorporates by reference all  
8 paragraphs above as though fully set forth herein.

9 88. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any  
10 provision of this code that provides for a civil penalty to be assessed and collected by the Labor  
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a  
13 civil action brought by an aggrieved employee on behalf of himself or herself and other current or  
14 former employees against whom a violation of the same code provision was committed pursuant  
15 to the procedures specified in Section 2699.3.

16 89. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved  
17 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency  
18 for enforcement of labor laws, including the administration of this part, and for education of  
19 employers and employees about their rights and responsibilities under this code, to be continuously  
20 appropriated to supplement and not supplant the funding to the agency for those purposes; and  
21 35% to the aggrieved employees.

22 90. Plaintiff Daniel Sanchez Meza and all other non-exempt employees currently or  
23 formerly employed by Defendants in California at any time from October 22, 2024 to the present  
24 are "aggrieved employees" as defined in Labor Code § 2699(c).

25 91. Defendants' conduct, as alleged herein, violates numerous Labor Code sections,  
26 including the following:

- 27 (a) Failing to pay minimum, sick, and overtime to Plaintiff and other aggrieved  
28 employees at the correct rate in violation of Labor Code §§ 246, 510, 558,

1182.12, 1194, 1194.2, 1197, 1197.1, & 1198;

- (b) Failing to provide compliant meal periods without paying Plaintiff and other aggrieved employees meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and 512;
- (c) Failing to authorize and permit compliant rest breaks without paying Plaintiff and other aggrieved employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;
- (d) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;
- (e) Failing to timely pay all wages due during Plaintiff's and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210; and
- (f) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

92. Plaintiff Daniel Sanchez Meza personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to his Private Attorneys General Act of 2004 ("PAGA") notice.

93. Plaintiff Daniel Sanchez Meza has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff Daniel Sanchez Meza's own behalf and on behalf of all other aggrieved employees under PAGA.

94. Plaintiff Daniel Sanchez Meza is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 226, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

95. Plaintiff Daniel Sanchez Meza is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(g)(1).

1 **PRAYER FOR RELIEF**

2 On Plaintiffs' own behalf and on behalf of all others similarly situated, Plaintiffs pray for  
3 relief and judgment against Defendants, jointly and severally, as follows:

4 1. For certification under California Code of Civil Procedure § 382 of the proposed  
5 Class;

6 2. For appointment of Plaintiffs as class representatives;

7 3. For appointment of Abramson Labor Group as class counsel;

8 4. For compensatory damages in an amount according to proof at trial;

9 5. For an award of damages in the amount of unpaid compensation including, but not  
10 limited to, unpaid wages, benefits, and penalties;

11 6. For economic and/or special damages in an amount according to proof at trial;

12 7. For liquidated damages pursuant to § 1194.2;

13 8. For civil penalties pursuant to PAGA;

14 9. For statutory penalties to the extent permitted by law, including those pursuant to  
15 the Labor Code and IWC Wage Orders;

16 10. For injunctive relief as provided by the California Labor Code and California  
17 Business and Professions Code §§17200, *et seq.*;

18 11. For restitution as provided by Business and professions Code §§ 17200, *et seq.*;

19 12. For an order requiring Defendants to restore and disgorge all funds to each employee  
20 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent  
21 and, thereof, constituting unfair competition under Business and Professions Code §§17200, *et*  
22 *seq.*;

23 13. For pre-judgment interest;

24 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by  
25 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,  
26 226(e), 1194, and 2699(g)(1); and

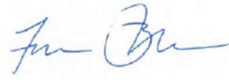
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28 ///

1           15.     For such other relief as the Court deems just and proper.

2     Dated: December 29, 2025

**ABRAMSON LABOR GROUP**

3  
4           By:   
5                 Fawn F. Bekam  
6                 Jacquelyn Silva  
7                 Desiree Ruiz Alfaro  
8                 Attorneys for Plaintiffs Antonia Parra and Daniel  
9                 Sanchez Meza

**PROOF OF SERVICE**

*Parra, et al. v. JRK Residential Group, Inc.*  
Case No.: 25STCV30937

I, Delaney Graves, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1700 W Burbank Blvd Burbank, California 91506. My electronic service address is [delaney@abramsonlabor.com](mailto:delaney@abramsonlabor.com).

On December 29, 2025, I served the following:

• **FIRST AMENDED COMPLAINT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Todd B. Scherwin

Landon R. Schwob

Lily Nizam

Carol A. Ibrahim

**FISHER & PHILLIPS LLP**

444 South Flower Street, Suite 1500

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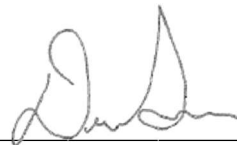
Attorneys for Defendant

JRK RESIDENTIAL GROUP, INC.

(X) **VIA CASE ANYWHERE:** I hereby certify that a true and correct copy of this document was electronically served from Irvine, California by transmission to Case Anywhere, to the parties listed on the Case Anywhere service list for this matter.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 29, 2025 at Burbank, California.



Delaney Graves