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Attorneys for Plaintiff
 SHELLY MURILLO, individually and on behalf of the
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

SHELLY MURILLO,
 individually and on behalf of the putative
 class and aggrieved employees,

Plaintiff,

v.

ALL FOR KIDS ORGANIZATION, a
 California nonprofit public benefit corporation;
CHILDREN'S BUREAU FOUNDATION, a
 California nonprofit public benefit corporation;
 and **DOES 1- 50,** inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles

07/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

CASE NO.: 25STCV34986

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

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**
7. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**

REPRESENTATIVE ACTION

8. **Penalties Under the Private Attorneys General Act (Cal. Labor Code §§2698, et seq.)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff SHELLY MURILLO (“Plaintiff”), on behalf of herself and all others similarly situated and aggrieved employees, hereby submits this First Amended Class and Representative Action Complaint (the “Complaint”) against Defendants ALL FOR KIDS ORGANIZATION (“ALL FOR KIDS”), a California Nonprofit Public Benefit Corporation doing business in California; CHILDREN’S BUREAU FOUNDATION (“CBF”), a California Nonprofit Public Benefit Corporation doing business in California; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

2. This is a class and representative action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*; and penalties pursuant to California’s Private Attorneys General Act (the “PAGA”), Labor Code §§ 2698 *et seq.*

3. Plaintiff brings this action on behalf of herself and all others similarly situated and aggrieved employees – ***all non-exempt employees currently and formerly employed by Defendants*** (“Class Members”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hour and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular

meal and rest breaks or meal and rest period premium compensation. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them. However, Defendants did not provide Plaintiff and Class Members with legally compliant meal and rest breaks, failed to provide Plaintiff and Class Members with all compensation due and owed to them for work performed off-the-clock, and failed to provide Plaintiff and Class Members with overtime compensation for all overtime hours they worked during the Class Period.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements omitting to include all wages due and owed to them each pay period.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date (the “Wage Statement Class Period”), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements (“Wage Statement Subclass”), in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing Wage Statement Subclass Members with wage statements that omitted to include all wages due and owed to them each pay period.

7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants (“Waiting Time Penalty Subclass Members”). During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL. As a further result of the foregoing Labor Code violations, Defendants are liable for penalties pursuant to California’s Private Attorneys General Act, Labor Code §§ 2698 *et seq.*

THE PARTIES

9. Plaintiff is a resident of California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendant All For Kids Organization is a California nonprofit public benefit corporation that, at all times relevant hereto, did business and employed individuals in the County of Los Angeles, State of California.

11. Defendant Children's Bureau Foundation is a California nonprofit public benefit corporation that, at all times relevant hereto, did business and employed individuals in the County of Los Angeles, State of California.

12. Defendants are Plaintiff's employer within the meaning of the Labor Code and are therefore subject to the jurisdiction of this Court.

13. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

14. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

1 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
2 and each of them, including those Defendants named DOES 1 through 50, acted in concert with
3 one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
4 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff
5 is further informed and believes, and based thereupon alleges, that the Defendants, and each of
6 them, including those Defendants named as DOES 1 through 50, formed and executed a conspiracy
7 or common plan pursuant to which they would commit the unlawful acts alleged herein, with all
8 such acts alleged herein done as part of and pursuant to said conspiracy, intended to and actually
9 causing Plaintiff harm.

10 16. Whenever and wherever reference is made in this Complaint to any act or failure
11 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
12 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

13 **JURISDICTION**

14 17. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
15 Code §§ 201-203, 226, 510, 512, 558, 1194, 2698 *et seq.*, 2802, IWC Wage Orders, and the UCL,
16 Bus. & Prof. Code §§ 17203 and 17204.

17 18. The amount in controversy for Plaintiff's individual claims, including claims for
18 civil penalties and *pro rata* share of attorneys' fees, is less than seventy-five thousand dollars
19 (\$75,000).

20 **VENUE**

21 19. Venue is proper in the County of Los Angeles pursuant to Cal. Civ. Proc. Code §§
22 395(a) and 395.5. Defendants ALL FOR KIDS and CBF are both California nonprofit public
23 benefit corporations. Defendants maintain offices and transact business in the County of Los
24 Angeles.
25

26 **ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1**

1 20. Plaintiff is informed and believes, and based thereon alleges, that there exists such
2 a unity of interest and ownership between Defendants and DOES 1 through 50 that the
3 individuality and separateness of Defendants have ceased to exist.

4 21. Plaintiff is informed and believes, and based thereon alleges, that despite the
5 formation of purported corporate existence, DOES 1 through 50 are, in reality, one and the same
6 as Defendants, including, but not limited to because:

7 a. Defendants ALL FOR KIDS and CBF are completely dominated and controlled
8 by DOES 1 through 50, who personally violated the laws as set forth in this Complaint, and who
9 have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other
10 wrongful or inequitable purpose.

11 b. DOES 1 through 50 derive actual and significant monetary benefits by and through
12 Defendants ALL FOR KIDS and CBF's unlawful conduct, and by using Defendants ALL FOR
13 KIDS and CBF as the funding source for their own personal expenditures.

14 c. Plaintiff is informed and believes that Defendants ALL FOR KIDS, CBF, and
15 DOES 1 through 50, while really one and the same, were segregated to appear as though separate
16 and distinct for purposes of circumventing a statute or accomplishing some other wrongful or
17 inequitable purpose.

18 d. Plaintiff is informed and believes that Defendants do not comply with all requisite
19 corporate formalities to maintain a legal and separate corporate existence.

20 e. Plaintiff is informed and believes, and based thereon alleges, that the business
21 affairs of Defendants ALL FOR KIDS, CBF, and DOES 1 through 50 are, and at all times relevant
22 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are
23 in inextricable confusion. Defendants ALL FOR KIDS and CBF are, and at all times relevant
24 hereto were, used by DOES 1 through 50 as a mere shell and conduit for the conduct of certain
25 of Defendants' affairs, and are, and were, the alter ego of DOES 1 through 50. The recognition
26 of the separate existence of Defendants would not promote justice, in that it would permit
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1 Defendants to insulate themselves from liability to Plaintiff for violations of the Government
2 Code, Labor Code, and other statutory violations. The corporate existence of Defendants and
3 DOES 1 through 50 should be disregarded in equity and for the ends of justice because such
4 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 f. Accordingly, Defendants ALL FOR KIDS and CBF constitute the alter ego of
6 DOES 1 through 50, and the fiction of their separate corporate existence must be disregarded.

7 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants ALL FOR KIDS, CBF, and DOES 1 through 50 are Plaintiff's
9 joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendants
10 ALL FOR KIDS, CBF, and DOES 1 through 50. Plaintiff performed services for each and every
11 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control
12 of Plaintiff as an employee, either directly or indirectly, in the manner in which Defendants'
13 business was and is conducted.

14 23. Plaintiff is informed and believes that DOES 1 through 50 were the actual
15 employers and/or "person[s] acting on behalf of the employer" within the meaning of Labor Code
16 section 558.1.
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18 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

19 24. Defendant ALL FOR KIDS ORGANIZATION is a California nonprofit public
20 benefit corporation doing business in California and engaged in the child and family social services
21 industry, operating behavioral health, mental health, and community welfare programs throughout
22 Los Angeles County, including its Palmdale behavioral health therapy center.

23 25. Defendant CHILDREN'S BUREAU FOUNDATION is a California nonprofit
24 public benefit corporation doing business in California and operating as an affiliated entity to All
25 For Kids Organization, supporting and participating in the administration, funding, and oversight
26 of child and family social services, including programs delivered in Los Angeles County.
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1 26. Throughout the Class Period, Plaintiff and Class Members served in
2 nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had
3 discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members
4 were non-exempt employees and were paid accordingly on an hourly basis.

5 27. Despite being non-exempt hourly employees, Plaintiff and the Class Members were
6 not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay
7 for missed meal and rest breaks.

8 28. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all
9 hours worked, including by requiring Plaintiff and the Class Members to complete work off the
10 clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

11 29. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime
12 wages for hours spent working overtime, including on days when they worked in excess of eight
13 hours per day or weeks in which they worked in excess of forty hours per week. Defendants also
14 failed to pay double time to Plaintiff and the Class Members on days in which they worked in
15 excess of twelve hours.

16 30. Plaintiff's and the Class Members' wage statements confirm that they were not paid
17 premiums for their missed meal and rest breaks, which itself made the statements inaccurate
18 because the statements did not accurately reflect all wages owed to Plaintiff and Class Members
19 under California law. Instead, these wage statements also reflect routine, repeated, and deliberate
20 violations of California labor laws.

21 31. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show
22 individual days in which they worked in excess of eight hours, and weeks in which they worked
23 in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid.
24 Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to
25 them for overtime hours worked.
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32. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection of premium pay for missed meal and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and rest breaks as required by California law.

33. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection for payment of work completed before clocking in or after clocking out, as required by Defendants.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is impractical.

35. Plaintiff's claims are typical of the claims of the members of the Class and Waiting Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for all hours worked, including for required off the clock work; (b) not paid any premium overtime pay for the duration of Plaintiff's employment with Defendants; (c) was not paid a premium rate for denied meal and rest breaks for the duration of Plaintiff's employment with Defendants; (d) was provided with inaccurate wage statements which provided inaccurate sums of money to be paid to Plaintiff; and (e) was not paid all wages due at termination.

36. Plaintiff will fairly and adequately represent the interests of the Class and Waiting Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to adequately represent the interests of the Class and Waiting Time Penalty Subclass.

37. Common questions of law and fact exist as to all members of the Class and the Waiting Time Penalty Subclass and predominate over any questions solely affecting individual

1 members of the Class and Subclass.

2 38. Class action treatment is superior to any alternative to ensure the fair and efficient
3 adjudication of the controversy alleged herein. Such treatment will permit a large number of
4 similarly situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without duplication of effort and expense that numerous individual actions would
6 entail. No difficulties are likely to be encountered in the management of this class action that would
7 preclude its maintenance as a class action, and no superior alternative exists for the fair and
8 efficient adjudication of this controversy. Class Members are readily identifiable from Defendants'
9 employee rosters and/or payroll records.

10 39. Defendants' actions are generally applicable to the entire Class. Prosecution of
11 separate actions by individual members of each Class creates the risk of inconsistent or varying
12 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
13 of conduct for Defendants.

14 40. Because joinder of all members is impractical, a class action is superior to other
15 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
16 amounts at stake for many members of each Class, while substantial, may not be sufficient to
17 enable them to maintain separate suits against Defendants.

18
19 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

21 *[California Labor Code §§ 1194, 1197 and IWC Wage Orders]*

22 41. Plaintiff re-alleges, on behalf of herself and Class Members, each and every
23 paragraph of this Complaint as though fully set forth.

24 42. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
25 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
26 rate and no part of this rate may be used as a credit against a minimum wage obligation.

27 43. During the relevant time period, Plaintiff and Class Members were not paid all
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1 wages owed when Defendants did not pay minimum wage for all hours worked.

2 44. As a result of these violations, Defendants are liable for unpaid wages, interest
3 thereon, and attorneys' fees and costs.

4 45. Plaintiff, on behalf of herself and Class Members, also requests relief as described
5 below.

6 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

7 **FAILURE TO PAY OVERTIME WAGES**

8 [*California Labor Code §§ 510, 1194 and IWC Wage Orders*]

9 46. Plaintiff re-alleges, on behalf of herself and Class Members, each and every
10 paragraph of this Complaint as though fully set forth.

11 47. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
12 required to compensate non-exempt employees for all overtime, which is calculated at one and
13 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
14 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
15 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
16 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
17 any workweek.
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19 48. Plaintiff and Class Members are current and former non-exempt employees entitled
20 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to
21 compensate Plaintiff and Class Members for all overtime hours worked as required under the
22 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
23 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
24 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
25 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
26 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
27 consecutive day of work in any workweek.
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1 49. Plaintiff and members of the Class Members worked in excess of eight hours per
2 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
3 Class Members the proper overtime compensation.

4 50. As a result of these violations, Defendants are liable for unpaid overtime wages,
5 interest thereon, and attorneys' fees and costs.

6 51. Plaintiff, on behalf of herself and Class Members, also requests relief as described
7 below.

8 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 [*California Labor Code §§ 512 and 226.7*]

11 52. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
12 Complaint as though fully set forth.

13 53. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and
14 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
15 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
16 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
17 worked in excess of five hours a day without being provided at least half hour meal periods in
18 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
19 applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
20 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty,
21 relinquishes control over their activities and permits them a reasonable opportunity to take an
22 uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A]
23 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
24 second meal period [is required] no later than the end of an employee's 10th hour of work.").

25 54. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
26 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
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1 meal periods.

2 55. As a proximate result of the violations, Plaintiff and Class Members have been
3 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
4 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
5 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
6 interest, penalties, attorney's fees, expenses, and costs of suit.

7 56. Plaintiff, on behalf of herself and Class Members, also requests further relief as
8 described below.

9 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

10 **FAILURE TO PROVIDE REST PERIODS**

11 [*California Labor Code §226.7*]

12 57. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
13 each paragraph of this Complaint as though fully set forth.

14 58. Defendants failed to provide the rest periods that are required by applicable Wage
15 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
16 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
17 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

18 59. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
19 failing to provide Plaintiff and Class Members required rest periods.

20 60. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
21 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
22 additional hour of compensation at each employee's regular rate of pay for each workday that a
23 rest period was not provided.

24 61. As a proximate result of the violations, Plaintiff and Class Members have been
25 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
26 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
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1 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
2 penalties, attorney's fees, expenses, and costs of suit.

3 62. Plaintiff, on behalf of herself, aggrieved employees, and Class Members, also
4 requests relief as described below.

5 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE**

7 **STATEMENTS**

8 *[California Labor Code § 226 and applicable Wage Order]*

9 63. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
10 Complaint as though fully set forth.

11 64. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
12 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
13 rates in effect during each respective pay period and the corresponding number of hours worked
14 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
15 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
16 employee identification or social security number; and, (8) the name and address of the legal entity
17 that is the employer.
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19 65. As a result of Defendants' failure to provide accurate itemized wages statements,
20 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
21 applicable hourly rate for each pay period, which prevented them from becoming aware of these
22 violations and asserting their statutory protections under California law.

23 66. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
24 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

25 67. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
26 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
27 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
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subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

68. Plaintiff and Class Members are entitled to an award of costs and reasonable attorneys' fees under Labor Code § 226(h).

69. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE

[California Labor Code §§ 201, 202, and 203]

70. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

71. Pursuant to Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

72. Pursuant to Labor Code section 202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

73. Labor Code section 203 provides that if an employer willfully fails to timely pay wages of an employee who is discharged or who quits, in accordance with Labor Code sections 201 and 202, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

74. Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff in accordance with Labor Code sections 201 and 202.

75. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections

201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE

[Bus. & Prof. Code §§ 17200 et seq.]

76. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

77. Plaintiff brings this cause of action individually and as a representative of all others subject to Defendants' unlawful acts and practices.

78. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the Unfair Competition Law.

79. Defendants committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

80. The above-described unlawful actions of Defendants constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code § 17200, *et seq.*

81. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be enjoined from this activity, caused to specifically perform its obligations, and made to disgorge these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

82. Plaintiff, on behalf of herself and Class Members, also requests relief as described

below.

EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

**REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT**

[California Labor Code §§ 2698-2699.5, et seq.]

83. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs, with exception of the allegations in Paragraphs 34 through 40 and the subparagraphs thereto.

84. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c) and is a proper representative to bring a civil action on behalf of herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff and other aggrieved employees.

85. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2698, 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199, and IWC Wage Orders, from Defendants in a representative action for violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. Plaintiff is also entitled to an award of reasonable attorney’s fees and costs pursuant to California Labor Code §§ 2699(g)(1).

86. As required by law, Plaintiff sent a letter, by certified mail, return receipt requested, to the Labor & Workforce Development Agency (“LWDA”) and Defendants setting forth the facts and theories of the violations alleged against Defendants as prescribed by Labor Code § 2698, *et seq.*

87. Plaintiff’s LWDA PAGA Notice was duly submitted last November 26, 2025, and docketed as LWDA-CM-1140824-25.

1 88. Plaintiff has complied with all of the requirements set forth in California Labor
2 Code § 2699.3 to commence a representative action under PAGA.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class and
5 Subclasses and aggrieved employees, prays for judgment against Defendants, and each of them,
6 in an amount according to proof, as follows:

- 7 1. Certification of Plaintiff's claims as a class action (except for the PAGA cause of action)
8 pursuant to Code of Civil Procedure section 382, on behalf of the proposed Class;
9 2. That the Court declare that Defendants' policies and/or practices of refusing to pay
10 overtime and double time to Plaintiff and the Class Members violated California law;
11 3. That the Court declare that Defendants' policies and/or practices of refusing to provide
12 meal periods and pay resulting premium wages to Plaintiff and Class Members violated
13 California law;
14 4. That the Court declare that Defendants' policies and/or practices of refusing to provide
15 rest periods and pay resulting premium wages to Plaintiff and Class Members violated
16 California law;
17 5. That the Court declare that Defendants' policies and/or practices of providing inaccurate
18 itemized wage statements to Plaintiff and the Class Members violated California law;
19 6. That the Court declare that Defendants' policies and/or practices of refusing to pay all
20 wages due and owing to Plaintiff and the Waiting Time Class Members promptly upon
21 separation of their employment violated California law;
22 7. For a money judgment representing compensatory damages in an amount to be ascertained
23 at trial;
24 8. For restitution of all monies due and owed to Plaintiff and Class Members, as well as
25 disgorged profits from Defendants' unfair and unlawful business practices;
26 9. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
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IWC Wage Orders;

10. For waiting time penalties pursuant to California Labor Code § 203;

11. For pre- and post-judgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment on this matter pursuant to California Labor Code §§ 218.6, 1194 and/or 2802, California Civil Code §§ 3287 and/or 3288, and/or any other applicable provision providing for pre- or post-judgment interest;

12. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 1194, 2699 and/or 2802, California Civil Code § 1021.5, and/or any other applicable provision providing for recovery of reasonable attorneys' fees and costs;

13. For statutory and civil penalties as required by law and according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e) and 2699; and

14. For all such other and further relief that the Court may deem just and proper.

Respectfully Submitted,

DATED: July 24, 2026

LABOR LAW PC

By: Shelley K. Mack
Danny Yadidsion, Esq.
Shelley Mack, Esq.
Attorneys for Plaintiff
SHELLY MURILLO,
individually and on behalf of the putative
class and aggrieved employees

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DATED: July 24, 2026

By: Shelley K. Mack
 Danny Padidson, Esq.
 Shelley Mack, Esq.
 Attorneys for Plaintiff
SHELLY MURILLO,
 individually and on behalf of the putative
 class and aggrieved employees

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Executed on July 24, 2026.

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

Lucille Ibarra

Name

/s/ Lucille Ibarra

Signature