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12 Attorneys for Plaintiff, ETELVINA MENDOZA, as an aggrieved employee, and on
13 behalf of all other aggrieved employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

12 ETELVINA MENDOZA, as an aggrieved
13 employee, and on behalf of all other aggrieved
14 employees under the labor Code Private
15 Attorneys' General Act of 2004,

16 Plaintiff,

17 v.

18
19 SOUTHLAND EMPLOYMENT SERVICES,
20 INC., a California stock corporation; WEI
21 CHUAN HOLDINGS, INC., a California
22 stock corporation; and DOES 1 through 100,
23 inclusive,

24 Defendants.

CASE NO.: 26STCV03179

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff ETELVINA MENDOZA (“Ms. Mendoza” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against SOUTHLAND EMPLOYMENT SERVICES, INC., (“SOUTHLAND”), WEI CHUAN HOLDINGS, INC. (“WEI CHUAN”); and any of their respective subsidiaries or affiliated companies within the State of California, (SOUTHLAND and WEI CHUAN, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 1102.5, 1197.5, and 1198.5, and 6400 *et seq.*, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff

1 and Defendants was due to be performed; the county in which the employment contract, or part of
2 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
3 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
4 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
5 employ numerous Aggrieved Employees in Los Angeles County.

6 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
7 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
8 County of Los Angeles because Defendants transact business within this judicial district and conduct
9 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
10 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
11 where the defendants committed Labor Code violations against some of its employees].)

12 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
13 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
14 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
15 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
16 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
17 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
18 aggrieved current and former employees of Defendants during the Civil Penalty Period.

19 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
20 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
21 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
22 PAGA allegations described herein is not required.

23 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
24 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510,
25 512, 558.1, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2810.5,
26 and 6400 *et seq.* among others.

27 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
28 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within

1 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 9. On or around November 25, 2025 Plaintiff provided written notice pursuant to Labor
4 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
5 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
6 as well as by certified mail, with return receipt requested to Defendants, and each of them.

7 10. To the extent that any of the Defendants previously used the notice and cure
8 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
9 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
10 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
11 using the early evaluation conference process under Labor Code section 2699.3(f).

12 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
13 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
14 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
15 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

16 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
17 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
18 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
19 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
20 penalties pursuant to Labor Code section 2699(g)(1)-(3).

21 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
22 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
23 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
24 penalties pursuant to Labor Code section 2699(h)(1)-(3).

25 14. Insofar as the LWDA or a court has issued a finding or determination as to the
26 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
27 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to

1 have unlawfully committed some or all of the above-referenced Labor Code violations, said
2 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
4 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
5 serving of Plaintiff's PAGA Notice.

6 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
7 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
8 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
9 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
10 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
11 receipt of Plaintiff's PAGA Notice.

12 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the November 25, 2025, postmarked date of the herein-described notice sent by
15 Plaintiff to the LWDA and Defendants.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
19 California in violation of California state wage and hour laws as a result of, without limitation,
20 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
21 hours per day, over forty (40) hours per week, and seven (7) straight work days in a work week
22 without paying them proper overtime wages, as a result of, without limitation, failing to accurately
23 track and/or pay for all minutes and hours actually worked at the proper overtime and double time
24 rate(s) rate of pay; engaging, suffering, or permitting employees to work off the clock and/or being
25 subject to Defendants' control, including, without limitation, by requiring Plaintiff and other
26 Aggrieved Employees: to don and doff uniforms off the clock, to undergo temperature checks off
27 of the clock, and/or to clock out for meal periods and continue working and/or suffering under
28 Defendant's control; failing to include all forms of remuneration, including non-discretionary

1 bonuses, incentive pay and other forms of remuneration into the regular rate of pay for the pay
2 periods where overtime was worked and the additional compensation was earned for the purpose of
3 calculating the overtime rate of pay; and editing and/or deducting of time from time entries all to
4 the detriment of Plaintiff and other Aggrieved Employees.

5 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
6 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
7 worked or otherwise under Defendants' control as a result of, without limitation, failing to
8 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
9 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
10 and/or be subject to Defendants' control, including, without limitation; requiring Plaintiff and other
11 Aggrieved Employees: to don and doff uniforms off the clock, to undergo temperature checks off
12 of the clock, and/or to clock out for meal periods and continue working and/or suffering under
13 Defendant's control; and editing and/or deducting of time from time entries, all to the detriment of
14 Plaintiff and other Aggrieved Employees.

15 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
17 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
18 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
19 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
20 providing timely meal periods; providing short meal periods; otherwise requiring on-duty/on-call
21 meal periods; and failing to provide compensation for such unprovided meal periods as required by
22 California wage and hour laws.

23 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
25 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
26 completely relieved of all of their duties, including, without limitation: by failing to provide rest
27 periods altogether; interrupting them; not providing them in a timely fashion; not permitting
28 employees to leave the premises; otherwise requiring on-duty/on-call rest periods, and failing to

1 provide compensation for such unprovided rest periods as required by California wage and hour
2 laws.

3 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
5 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
6 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
7 wages.

8 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
10 labor performed in a timely fashion as required under Labor Code section 204.

11 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
13 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
14 rates in effect during the pay period and the corresponding number of hours worked at each hourly
15 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
16 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
17 calculation of gross and net wages earned, as well as gross and net wages paid.

18 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
20 accurate time records including wage statements and similar payroll documents under Labor Code
21 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
22 documents signed to obtain or hold employment under Labor Code section 432, personnel records
23 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
24 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
25 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

26 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
28 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime

1 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
2 Code sections 201, 202, and 203.

3 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
5 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
6 any calendar month shall be paid for between the 16th and 26th day of the month during which the
7 labor was performed, and labor performed between the 16th and the last day, inclusive of any
8 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
9 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
10 seven (7) calendar days following the close of the payroll period in which wages were earned.

11 27. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
13 experience they obtained at Defendants for purposes of competing with Defendants, including,
14 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
15 a prospective employer, and from disclosing who else works at Defendants and under what
16 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
17 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
18 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
19 Code sections 232, 232.5, and 1197.5, subdivision (k).

20 28. Defendants had and have a policy or practice of preventing Plaintiff and other
21 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
22 to their managers or outside to private attorneys or government officials, among others, in violation
23 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
24 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
25 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
26 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
27 Code section 232 and 232.5.

29. Defendants had and have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

30. Defendants had and have a policy or practice of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code section 432.3.

31. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

PARTIES

A. Plaintiff

32. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, preparing tacos, securely sealing them for transport, and packing them into bags or food boxes for distribution or sale. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately February of 2020 through November of 2024.

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1 **B. Defendants**

2 33. Plaintiff is informed and believes and based thereon alleges that defendant
3 SOUTHLAND, and at all times relevant hereto was, a corporation organized, authorized, and
4 licensed to do business in the State of California. Plaintiff is further informed and believes, and
5 based thereon alleges, that defendant SOUTHLAND is authorized to, and does in fact, operate and
6 do business in the County of Los Angeles, State of California. At all relevant times herein, defendant
7 SOUTHLAND employed Plaintiff and Aggrieved Employees within the County of Los Angeles in
8 the State of California.

9 34. Plaintiff is informed and believes and based thereon alleges that defendant WEI
10 CHUAN is, and at all times relevant hereto was, a corporation organized, authorized, and licensed
11 to do business in the State of California. Plaintiff is further informed and believes, and based thereon
12 alleges, that defendant WEI CHUAN is authorized to, and does in fact, operate and do business in
13 the County of Los Angeles, State of California. At all relevant times herein, defendant WEI
14 CHUAN employed Plaintiff and Aggrieved Employees within the County of Los Angeles in the
15 State of California.

16 35. Plaintiff is informed and believes and based thereon alleges that defendants
17 SOUTHLAND and WEI CHUAN are, and at all times relevant hereto were, a “person[s]” as defined
18 in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

19 36. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
21 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
24 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
25 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
26 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
27 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
28 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the

1 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
2 include SOUTHLAND, WEI CHUAN and any of their parents, subsidiaries, or affiliated companies
3 within the State of California, as well as DOES 1 through 100 identified herein.

4 **JOINT LIABILITY ALLEGATIONS**

5 37. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
7 representative, joint venture or co-conspirator of each of the other defendants, either actually or
8 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
9 employment, joint venture, and conspiracy.

10 38. Plaintiff performed services for each and every defendant, and to the mutual benefit
11 of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in
12 the manner in which Defendants’ business was and is conducted.

13 39. All of the acts and conduct described herein of each and every corporate and limited
14 liability company defendant was duly authorized, ordered, and directed by the respective and
15 collective defendant corporate and limited liability company employers, and the officers, members
16 and management-level employees of said corporate and limited liability company employers. In
17 addition thereto, said corporate and limited liability company employers participated in the
18 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
19 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
20 company employees, agents, and representatives, the defendant corporation and limited liability
21 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
22 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
23 aforementioned corporate and limited liability company employees, agents and representatives.

24 40. Plaintiff is informed and believes, and based thereon allege, that there exists such a
25 unity of interest and ownership between Defendants, and each of them, that their individuality and
26 separateness have ceased to exist.

27 41. Plaintiff is informed and believes, and based thereon alleges that despite the
28 formation of the purported corporate and/or limited entity existence of SOUTHLAND, WEI

1 CHUAN, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them,
2 are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due
3 to, but not limited to, the following reasons:

4 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
5 Defendants who personally committed the wrongful and illegal acts and violated the
6 laws as set forth in this Complaint, and who have hidden and currently hide behind
7 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
8 some other wrongful or inequitable purpose;

9 B. The Individual Defendants derive actual and significant monetary benefits by and
10 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
11 Defendants as the funding source for the Individual Defendants’ own personal
12 expenditures;

13 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
14 and the Alter Ego Defendants, while really one and the same, were segregated to
15 appear as though separate and distinct for purposes of perpetrating a fraud,
16 circumventing a statute, or accomplishing some other wrongful or inequitable
17 purpose;

18 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
19 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
20 mentioned herein were, so mixed and intermingled that the same cannot reasonably
21 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
22 are, and at all relevant times mentioned herein were, used by the Individual
23 Defendants as mere shells and conduits for the conduct of certain of their, and each
24 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, the alter egos of the Individual Defendants;

26 E. The recognition of the separate existence of the Individual Defendants and the Alter
27 Ego Defendants would promote injustice insofar that it would permit defendants to
28 insulate themselves from liability to Plaintiff and Aggrieved Employees for violations

1 of the Civil Code, Labor Code, and other statutory violations. The corporate and/or
2 limited liability existence of these defendants should thus be disregarded in equity and
3 for the ends of justice because such disregard is necessary to avoid fraud and injustice
4 to Plaintiff and Aggrieved Employees herein;

5 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
6 Defendants (and vice versa), and the fiction of their separate corporate existence must
7 be disregarded;

8 42. As a result of the aforementioned facts, among others, Plaintiff is informed and
9 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
10 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
11 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
12 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
13 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
14 is conducted.

15 **FIRST CAUSE OF ACTION**

16 **(Violation of PAGA – Against All Defendants)**

17 43. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
18 and incorporates each by reference as though fully set forth hereat.

19 **Civil Penalties Under Labor Code § 210**

20 44. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month” and for payroll periods such as those that are
25 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
26 the close of the payroll period in which wages were earned.

27 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
3 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
4 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
5 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 46. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
8 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
9 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the
11 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
12 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204 as
14 well as injunctive relief.

15 Civil Penalties Under Labor Code § 226.3

16 47. Defendants had and have a policy or practice of failing to comply with Labor Code
17 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
18 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
19 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate; and other such information as required
21 by Labor Code section 226, subdivision (a).

22 48. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
23 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

27 49. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
28 this section are in addition to any other penalty provided by law.”

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a) as alleged herein.

51. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

52. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during

1 their employment and after their employment separation, receive accurate, itemized wage
2 statements, to be provided with the opportunity to inspect employment records, be provided with
3 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
4 use of paid sick leave.

5 54. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
7 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
8 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
9 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

10 Violation of Labor Code § 1174.5

11 55. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
12 every person employing labor in California to "[a]llow any member of the commission or the
13 employees of the Division of Labor Standards Enforcement free access to the place of business or
14 employment of the person to secure any information or make any investigation that they are
15 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
16 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
17 or papers of the person."

18 56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
19 every person employing labor in California to "[k]eep a record showing the names and addresses of
20 all employees employed and the ages of all minors."

21 57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
22 every person employing labor in California to "[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
25 piece rate paid to, employees employed at the respective plants or establishments. These records
26 shall be kept in accordance with rules established for this purpose by the commission, but in any
27 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
28 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units

1 earned.”

2 58. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
3 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
4 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
5 member of the commission or employees of the division to inspect records pursuant to subdivision
6 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

7 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
8 willfully failed keep adequate or accurate time records including wage statements and similar
9 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
10 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
11 under Labor Code section 1174.

12 60. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
15 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

16 Violation of Labor Code § 1197.1

17 61. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
18 person acting either individually or as an officer, agent, or employee of another person, who pays
19 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
20 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
21 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
22 Section 203 as follows:

23 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
24 for each underpaid employee for each pay period for which the employee is underpaid. This amount
25 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
26 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
28 (\$250) for each underpaid employee for each pay period for which the employee is underpaid

1 regardless of whether the initial violation is intentionally committed. This amount shall be in
2 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
5 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

6 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
8 under Defendants’ control as a result of, without limitation, failing to accurately track and/or pay
9 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
10 wage; engaging, suffering, or permitting employees to work off the clock and/or be subject to
11 Defendants’ control, including, without limitation, by requiring Plaintiff and other Aggrieved
12 Employees: to don and doff uniforms off the clock, to undergo temperature checks off of the clock,
13 and/or to clock out for meal periods and continue working and/or suffering under Defendant’s
14 control; and editing and/or deducting of time from time entries, entitling Plaintiff and other
15 Aggrieved Employees to actual and liquidated damages.

16 63. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
19 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
20 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
21 subsequent violation.

22 Civil Penalties Under Labor Code § 2699

23 64. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
24 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
25 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
26 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures specified in Labor Code section 2699.3.

65. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein in each of the preceding paragraphs alleged herein.

66. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

67. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

REQUEST FOR JURY TRIAL

A. Plaintiff hereby requests a trial by jury.

PRAAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);

C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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E. Such other and further relief as the Court deems just and proper.

Dated: January 30, 2026

J. GILL LAW GROUP, P.C.

BY: /s/ Ashlie E. Fox

JASMIN K. GILL

ASHLIE E. FOX

CRISTIAN GARCIA

Attorneys for Plaintiff ETELVINA
MENDOZA, as an aggrieved employee, and
on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,