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GLORIA GARCIA

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By P. Diaz, Deputy Clerk

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

GLORIA GARCIA, an individual,

Plaintiff,

vs.

JONES & JONES MANAGEMENT
GROUP, INC., a California Corporation,
and DOES 1 through 25, inclusive,

Defendants.

Case No. **26VECV00637**

COMPLAINT FOR:

1. **RETALIATION FOR USING SICK LEAVE (LAB. CODE § 246.5)**
2. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
3. **FAILURE TO PAY OVERTIME WAGES (LAB. CODE §§ 510, 558.1, 1194, 1198)**
4. **FAILURE TO PROVIDE MEAL PERIODS (LAB. CODE §§ 226.7, 512, 558.1)**
5. **FAILURE TO PROVIDE REST PERIODS (LAB. CODE § 226.7)**
6. **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS (LAB. CODE § 226)**
7. **FAILURE TO PAY WAGES UPON TERMINATION (LAB. CODE §§ 201, 202, 203)**
8. **CIVIL PENALTIES PURSUANT TO PAGA (LAB. CODE §§ 2698 ET SEQ.)**
9. **UNLAWFUL BUSINESS PRACTICES (BUS. & PROF. CODE § 17200 ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff GLORIA GARCIA ("Plaintiff"), by and through her attorneys of record,
2 complains against Defendant JONES & JONES MANAGEMENT GROUP, INC., a California
3 Corporation, and DOES 1 through 50, inclusive, and alleges as follows:

4 **GENERAL ALLEGATIONS**

5 1. Plaintiff GLORIA GARCIA is a former employee of named Defendants and a
6 resident of the State of California.

7 2. At all times herein mentioned, JONES & JONES MANAGEMENT GROUP, INC.
8 (hereinafter "J&J" or "JONES & JONES") was and is a California corporation pursuant to the
9 laws of the State of California and was Plaintiff's employer. At all times herein, Defendant's
10 principal place of business was located at 4928 W Martin Luther King Jr Blvd, Los Angeles, CA
11 90016.

12 3. Defendant J&J is collectively referred to hereinafter as "Defendants."

13 4. At all relevant times herein, J&J was Plaintiff's employer within the meaning of
14 the Labor Code and Industrial Welfare Commission Wage Orders and is liable to Plaintiff on that
15 basis.

16 5. Plaintiff is ignorant of the true names and capacities, whether individual,
17 corporate, or associate, of those defendants fictitiously sued as DOES 1 through 50 inclusive and
18 so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
19 DOE Defendants resides in the State of California and is in some manner responsible for the
20 conduct alleged herein. Upon discovering the true names and capacities of these fictitiously
21 named defendants, Plaintiff will amend this complaint to show the true names and capacities of
22 these fictitiously named defendants.

23 6. Plaintiff is informed and believes and based thereon alleges that at all times
24 material to this complaint, Defendants were the employers of Plaintiff. Defendants directly or
25 indirectly, itself or through its agents, employed or exercised control over the wages, hours,
26 and/or working conditions of Plaintiff and/or had the right to control the manner or means of
27 accomplishing the result desired. Moreover, Defendants had the power to prevent, but failed to
28 prevent, the violations articulated herein from occurring, despite their knowledge of the same.

7. Plaintiff is informed and believes and based thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of, each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

JURISDICTION AND VENUE

8. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident in the State of California and Defendants regularly conduct business in Los Angeles, California. Further, Plaintiff's claims are based solely on California law.

9. Venue is proper in Los Angeles County because Defendants' principal place of business is located in Los Angeles County, California, and the acts giving rise to this action occurred in Los Angeles County.

FACTUAL BACKGROUND

10. Defendants operate a property management company in California. Plaintiff was hired as an Office Assistant in approximately August 2022.

11. Ms. Garcia was hired by Defendants in approximately August 2022 as an Office Assistant.

12. Plaintiff, and other aggrieved employees of Defendants, throughout their employment by Defendants, were all non-exempt hourly employees for Defendants.

13. Plaintiff, and other aggrieved employees of Defendants, were responsible for performing exclusively non-exempt tasks such as responding to customer inquiries, answering telephone calls, assisting with client tours, and performing various administrative and clerical tasks.

14. Throughout her employment by Defendants, Plaintiff was a dedicated and hardworking employee. She worked long hours and was denied meal and rest breaks throughout her employment.

15. Defendants routinely required Plaintiff and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Defendants'

1 policies and expectations. Plaintiff was frequently required to remain available and responsive to
2 customer needs, telephone calls, and managerial demands during her scheduled meal and rest
3 periods, preventing her from being fully relieved of all duties.

4 16. Defendants failed to provide adequate coverage to Plaintiff and other aggrieved
5 employees so they could be relieved of all work duties and take legally mandated meal and rest
6 breaks. Specifically, Plaintiff was required to complete client tours even if it meant going past the
7 fifth hour of her shift before being able to take her meal break.

8 17. Defendants never paid Plaintiff and their other aggrieved employees premium pay
9 for missed meal and rest breaks throughout their employment.

10 18. Plaintiff routinely worked in excess of eight (8) hours in a day and forty (40) hours
11 in a week. Despite Defendants' timekeeping system capturing the overtime hours that Plaintiff
12 worked, Defendants failed to compensate Plaintiff for all overtime hours worked.

13 19. Making matters worse, Defendants failed to provide Plaintiff and other aggrieved
14 employees accurate or timely wage statements throughout their employment. The wage
15 statements failed to accurately reflect all hours worked, overtime compensation, and premium pay
16 owed for missed meal and rest breaks.

17 20. Defendants have knowingly and intentionally refused to pay Plaintiff, and other
18 aggrieved employees, all of the overtime compensation due to them.

19 21. Defendants have knowingly and intentionally refused to pay Plaintiff, and other
20 aggrieved employees, premium pay in lieu of their missed meal and rest periods.

21 22. Defendants have knowingly and intentionally forced Plaintiff, and other aggrieved
22 employees, to work through their meal and rest periods, without pay.

23 23. Defendants have knowingly and intentionally refused to provide Plaintiff, and
24 other aggrieved employees, accurate itemized wage statements throughout their employment.

25 24. In June 2025, Plaintiff became ill and was diagnosed with a contagious medical
26 condition that required her to self-isolate.

27 25. On June 9 and 10, 2025, Plaintiff properly called out sick, informing her
28 supervisors of her illness and indicating that she would obtain a doctor's note.

1 26. On June 12, 2025, Plaintiff sent her doctor's note via both email and text message
2 to her supervisors, documenting her need to self-isolate due to her contagious condition.

3 27. Despite following all proper procedures for reporting her medical condition and
4 providing appropriate documentation, Defendants terminated Plaintiff's employment on June 17,
5 2025, falsely claiming "job abandonment" and alleging that Plaintiff had not reached out to them.

6 28. This termination occurred shortly after Plaintiff had provided medical
7 documentation and while she was still on medical leave for her condition.

8 29. Plaintiff's termination has caused her significant emotional distress, including
9 anxiety and depression, and severe financial hardship.

10 **PAGA NOTICE AND EXHAUSTION**

11 30. Prior to filing the PAGA claims alleged herein, Plaintiff provided written notice to
12 the Labor and Workforce Development Agency ("LWDA"), dated November 21, 2025, and
13 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
14 the facts and theories to support the alleged violations, as required by Labor Code § 2699.3.

15 31. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff
16 from the LWDA within sixty-five (65) calendar days of November 21, 2025. Plaintiff may
17 therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

18 **FIRST CAUSE OF ACTION**

19 **RETALIATION FOR USING SICK LEAVE**

20 **California Labor Code § 246.5**

21 **(Against All Defendants)**

22 32. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
23 this Complaint as if the same were set forth at length herein.

24 33. California Labor Code § 246.5 and the Healthy Workplaces, Healthy Families Act
25 prohibit employers from retaliating against employees for using or requesting to use accrued sick
26 leave.

27 34. Plaintiff used and/or requested to use accrued sick leave for her illness on June 9
28 and 10, 2025, and provided medical documentation on June 12, 2025.

1 35. Defendants terminated Plaintiff's employment on June 17, 2025, shortly after she
2 used and/or requested to use accrued sick leave.

3 36. Plaintiff's use of and/or request to use accrued sick leave was a substantial
4 motivating reason for Defendants' decision to terminate Plaintiff's employment.

5 37. As a direct, foreseeable, and proximate result of Defendants' retaliatory conduct,
6 Plaintiff has suffered and continues to suffer losses in earnings and other employment benefits,
7 and has suffered and continues to suffer emotional distress, humiliation, mental anguish, and
8 physical and emotional distress, all to Plaintiff's damage in an amount to be proven at trial.

9 38. Defendants' conduct was malicious, oppressive, fraudulent, despicable, and in
10 conscious disregard of Plaintiff's rights, thereby warranting an award of punitive damages in an
11 amount appropriate to punish Defendants and deter others from engaging in similar conduct.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME WAGES**

14 **California Labor Code §§ 510, 558.1, 1194, 1198**

15 **(Against All Defendants)**

16 39. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
17 this Complaint as if the same were set forth at length herein.

18 40. The Labor Code and the applicable Wage Order provide that a workday consists of
19 eight hours, a workweek consists of 40 hours, and an employer must compensate an employee
20 who works overtime hours with either one-and-one-half times or double the employee's regular
21 rate of compensation.

22 41. Defendants employed Plaintiff for more than eight hours per day and more than 40
23 hours per workweek, but Defendants failed to pay Plaintiff the overtime compensation required
24 by the California Labor Code and the applicable Wage Order.

25 42. Despite Defendants' timekeeping system capturing the overtime hours that
26 Plaintiff worked, Defendants failed to compensate Plaintiff for all overtime hours worked.

27 43. Defendants thus required Plaintiff to work for longer hours than those fixed, or
28 under conditions prohibited, by order of the IWC, in violation of those orders.

44. Defendants deprived Plaintiff of her rightfully earned overtime compensation as a direct and proximate result of Defendants' failure to pay said compensation.

45. Under Labor Code section 1194, Plaintiff is entitled to recover such amounts, plus interest thereon, attorney's fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

California Labor Code §§ 226.7, 512, 558.1

(Against All Defendants)

46. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

47. Plaintiff is entitled to one thirty (30) minute, duty-free meal period for every five (5) hours of work pursuant to Labor Code § 512 and the applicable IWC Wage Order.

48. During her employment with Defendants, Plaintiff was not provided with all of her thirty (30) minute, duty-free meal periods in violation of Labor Code § 226.7. Specifically, Plaintiff was required to complete client tours even if it meant going past the fifth hour of her shift before being able to take her meal break.

49. Defendants did not intend on providing Plaintiff with thirty (30) minute, duty-free meal periods.

50. As a result of Defendants' failure to provide Plaintiff with a thirty (30) minute, duty-free meal period, she is entitled to a premium wage of one (1) hour of pay for every day she did not obtain her meal period in an amount to be determined at trial.

51. Plaintiff requests that the Court award Plaintiff the reasonable attorney's fees and costs incurred by her in this action.

52. Pursuant to Labor Code § 218.6, Plaintiff requests that the Court award Plaintiff interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing from the date the wages were due and payable.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

1 **California Labor Code § 226.7**

2 **(Against All Defendants)**

3 53. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
4 this Complaint as if the same were set forth at length herein.

5 54. Plaintiff is entitled to one ten (10) minute, duty-free rest period for every four (4)
6 hours of work pursuant to the applicable IWC Wage Order.

7 55. During her employment with Defendants, Plaintiff was not provided with all of her
8 ten (10) minute, duty-free rest periods in violation of Labor Code § 226.7.

9 56. Defendants did not intend on providing Plaintiff with ten (10) minute, duty-free
10 rest periods after every 4-hours worked.

11 57. As a result of Defendants' failure to provide Plaintiff with a ten (10) minute, duty-
12 free rest period, Plaintiff is entitled to a premium wage of one (1) hour of pay for every day she
13 did not obtain her rest period.

14 58. Plaintiff requests that the Court award Plaintiff the reasonable attorney's fees and
15 costs incurred by her in this action.

16 59. Pursuant to Labor Code § 218.6, Plaintiff requests that the Court award Plaintiff
17 interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing
18 from the date the wages were due and payable.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**

21 **California Labor Code § 226**

22 **(Against All Defendants)**

23 60. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
24 this Complaint as if the same were set forth at length herein.

25 61. Labor Code § 226 requires employers to provide employees with accurate,
26 itemized wage statements at the time wages are paid.

27 62. Defendants failed to provide Plaintiff with accurate wage statements that included
28 all of the information required by Labor Code § 226(a), including but not limited to accurate

1 statements of gross wages earned, total hours worked, net wages earned, and all applicable hourly
2 rates.

3 63. As a result of Defendants' knowing and intentional failure to provide accurate
4 wage statements, Plaintiff has suffered injury and is entitled to recover penalties pursuant to
5 Labor Code § 226(e), as well as costs and reasonable attorney's fees pursuant to Labor Code §
6 226(h).

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES UPON TERMINATION**

9 **California Labor Code §§ 201, 202, 203, 558.1**

10 **(Against All Defendants)**

11 64. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
12 this Complaint as if the same were set forth at length herein.

13 65. Labor Code §§ 201 and 202 require that all wages earned by an employee be paid
14 immediately upon termination or within 72 hours if the employee resigns.

15 66. Upon the termination of Plaintiff's employment, Defendants failed to pay Plaintiff
16 all wages due, including but not limited to unpaid overtime wages, unpaid minimum wages, and
17 unpaid meal and rest period premiums.

18 67. Pursuant to Labor Code § 203, Plaintiff is entitled to waiting time penalties in an
19 amount equal to Plaintiff's daily rate of pay for each day that wages remained unpaid, up to a
20 maximum of thirty (30) days.

21 **SEVENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES PURSUANT TO PAGA**

23 **California Labor Code §§ 2698, et seq.**

24 **(Against All Defendants)**

25 68. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
26 this Complaint as if the same were set forth at length herein.

27 69. As a result of the acts alleged above, including the Labor Code violations set forth
28 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 et seq.

1 70. Prior to filing this action, Plaintiff provided written notice by online submission to
2 the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants,
3 setting forth the facts and theories of the violations alleged against Defendants, as prescribed by
4 Labor Code § 2699.3. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by
5 Plaintiff from the LWDA within sixty-five (65) calendar days of November 21, 2025. Plaintiff
6 may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

7 71. Defendants violated the Labor Code provisions set forth above, including but not
8 limited to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 558.1, 1194, 1197,
9 and 1198.

10 72. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
11 penalties and other relief in an amount to be shown at the time of trial subject to the following
12 formula:

13 a. Pursuant to Labor Code § 2699(f), one hundred dollars (\$100) for each Aggrieved
14 Employee per pay period for the initial violation and two hundred dollars (\$200) for each
15 Aggrieved Employee per pay period for each subsequent violation of Labor Code §§ 201, 202,
16 204, 226(a), 226.7, 510, 512, and 1194; and

17 b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code §§ 226.3
18 and 558.

19 73. Pursuant to Labor Code § 2699, Plaintiff is entitled to recover civil penalties for
20 the violations alleged herein on behalf of herself and all other current and former Aggrieved
21 Employees.

22 74. Civil penalties recovered will be allocated sixty-five percent (65%) to the Labor
23 and Workforce Development Agency, and thirty-five percent (35%) to the Aggrieved Employees.

24 **EIGHTH CAUSE OF ACTION**

25 **UNLAWFUL BUSINESS PRACTICES**

26 **Cal. Bus. & Prof. Code § 17200 et seq.**

27 **(Against All Defendants)**

1 75. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
2 this Complaint as if the same were set forth at length herein.

3 76. This is a cause of action for Unfair Business Practices. Plaintiff, on her own behalf
4 and on behalf of the general public, brings this claim pursuant to Business & Professions Code §
5 17200 et seq. The conduct of all Defendants as alleged in this Complaint has been and continues
6 to be unfair, unlawful, and harmful to Plaintiff and the general public. Plaintiff seeks to enforce
7 important rights affecting the public interest within the meaning of Code of Civil Procedure §
8 1021.5.

9 77. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204
10 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
11 appropriate equitable relief.

12 78. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
13 business practices.

14 79. Wage and hour laws express fundamental public policies. Properly providing
15 employees with all wages due is a fundamental public policy of this State and of the United
16 States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously
17 minimum labor standards, to ensure that employees are not required or permitted to work under
18 substandard and unlawful conditions, and to protect law-abiding employers and their employees
19 from competitors who lower their costs by failing to comply with minimum labor standards.

20 80. Defendants have violated statutes and public policies. Through the conduct alleged
21 in this Complaint, Defendants, and each of them, have acted contrary to these public policies,
22 have violated specific provisions of the Labor Code, and have engaged in other unlawful and
23 unfair business practices in violation of Business & Professions Code § 17200 et seq., depriving
24 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
25 privileges guaranteed to all employees under law.

26 81. Defendants' unlawful business practices include, but are not limited to: failure to
27 pay overtime wages in violation of Labor Code §§ 510, 1194, 1198; failure to provide meal
28 periods in violation of Labor Code §§ 226.7, 512; failure to provide rest periods in violation of

1 Labor Code § 226.7; failure to provide accurate wage statements in violation of Labor Code §
2 226; failure to pay all wages due upon termination in violation of Labor Code §§ 201, 202, 203;
3 and retaliation for using sick leave in violation of Labor Code § 246.5.

4 82. Defendants' conduct, as alleged herein, constitutes unfair competition in violation
5 of § 17200 et seq. of the Business & Professions Code.

6 83. Defendants, by engaging in the conduct herein alleged, either knew or in the
7 exercise of reasonable care should have known that the conduct was unlawful. As such, it is a
8 violation of § 17200 et seq. of the Business & Professions Code.

9 84. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has
10 been damaged in a sum as may be proven.

11 85. Unless restrained by this Court, Defendants will continue to engage in the
12 unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq.,
13 this Court should make such orders or judgments, including the appointment of a receiver, as may
14 be necessary to prevent the use or employment, by Defendants, their agents, or employees, of any
15 unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including
16 but not limited to, disgorgement of profits which may be necessary to restore Plaintiff to the
17 money Defendants have unlawfully failed to pay.

18 86. As a result of Defendants' unlawful business practices, Plaintiff is entitled to
19 restitution, disgorgement, injunctive relief, and attorneys' fees and costs pursuant to Business &
20 Professions Code §§ 17200 et seq.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff GLORIA GARCIA prays for judgment against Defendants, and
23 each of them, as follows:

24 87. For compensatory damages, including but not limited to lost wages, lost benefits,
25 and other employment-related losses, in an amount according to proof;

26 88. For damages for emotional distress, mental anguish, and humiliation in an amount
27 according to proof;
28

1 89. For punitive and exemplary damages in an amount sufficient to punish Defendants
2 and deter future misconduct;

3 90. For unpaid overtime wages pursuant to Labor Code §§ 510, 1194, and 1198;

4 91. For meal period premium wages pursuant to Labor Code §§ 226.7 and 512;

5 92. For rest period premium wages pursuant to Labor Code § 226.7;

6 93. For statutory penalties for inaccurate wage statements pursuant to Labor Code §
7 226(e);

8 94. For waiting time penalties pursuant to Labor Code § 203;

9 95. For civil penalties pursuant to Labor Code §§ 2698 et seq., to be apportioned sixty-
10 five percent (65%) to the Labor and Workforce Development Agency and thirty-five percent
11 (35%) to the Aggrieved Employees;

12 96. For restitution and disgorgement pursuant to Business and Professions Code §§
13 17200 et seq.;

14 97. For injunctive relief enjoining Defendants from continuing their unlawful business
15 practices;

16 98. For prejudgment interest as allowed by law;

17 99. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 226(h), 1194,
18 1198.5(l), and 2699(g)(1), and Code of Civil Procedure § 1021.5;

19 100. For costs of suit incurred herein; and

20 101. For such other and further relief as this Court deems just and proper.

21 **HALAVI LAW, INC.**

22
23 DATED: January 30, 2026

By: 

NAVEED HALAVI
Attorney for Plaintiff
GLORIA GARCIA

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PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff GLORIA GARCIA hereby demands a trial by jury.

HALAVI LAW, INC.

DATED: January 30, 2026

By:



NAVEED HALAVI
Attorney for Plaintiff
GLORIA GARCIA