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MARIBEL BRITO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARIBEL BRITO, an individual,

Plaintiff,

v.

RENAISSANCE SERVICE STATION, LP, a California limited partnership; MINA DOE; and DOES 1 through 20, inclusive,

Defendants.

Case No. CVRI2601890

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES DUE IN VIOLATION OF LABOR CODE §§201,204, 221, 1194;**
2. **FOR FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1771, 1774, AND 1194);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **MEAL AND REST PERIOD VIOLATIONS (CAL. LABOR CODE §§226.7, 512);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
7. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**
8. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**
9. **RETALIATION (CAL. LABOR CODE § 98.6);**
10. **RETALIATION (CAL. LABOR CODE §§ 1102.5, 1102.6, 6310); AND**

11. **WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY.**

DEMAND OVER $25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, MARIBEL BRITO and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Riverside County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Riverside County, and because the work that is the subject of this action was performed by Plaintiff in Riverside County.

THE PARTIES

2. Plaintiff, MARIBEL BRITO, is and at all times relevant hereto was a resident of the County of San Bernardino, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant RENAISSANCE SERVICE STATION, LP, (hereinafter referred to as "RENAISSANCE") was and is California limited partnership doing business at 139 Radio Rd., Corona, California 92879.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, RENAISSANCE owned and operated a gas station.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant MINA DOE (hereinafter referred to as "MINA") was and is an individual resident of the County of San Bernardino, State of California. MINA was Plaintiff's manager, corporate agent, supervisor, and/or coworker at RENAISSANCE.

6. MINA and DOES 11-20 are hereinafter referred to collectively as “INDIVIDUAL HARASSERS”.

7. At all times relevant herein, RENAISSANCE and DOES 1-10 were Plaintiff’s employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

8. At all times relevant herein, RENAISSANCE and DOES 1-10 were Plaintiff’s employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 7-2001, and are each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that basis.

9. Plaintiff is informed and believes, and thereon alleges that at all time relevant to this action, MINA was a manager and/or supervisor of RENAISSANCE, acting as a managing agent for RENAISSANCE; MINA and INDIVIDUAL HARASSERS were acting within the course and scope of their employment and on behalf of RENAISSANCE such that their acts or omissions are imputed to RENAISSANCE under the doctrine of *respondeat superior*; or, alternatively, at all times relevant to this action, RENAISSANCE cloaked MINA with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and therefore his acts or omissions are imputed to RENAISSANCE under the doctrine of *respondeat superior.*

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, 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 based 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.

11. 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,

coconspirators, parent corporation, joint employers, alter egos, successors, 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 employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendants.

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

13. Plaintiff has filed complaints of discrimination, harassment, retaliation, and failure to prevent discrimination, harassment, and retaliation under Government Code §§12940, et seq., the California Fair Employment and Housing Act ("FEHA") with the California Department of Fair Employment and Housing ("DFEH") and has satisfied Plaintiff's administrative prerequisites with respect to these and all related filings.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

14. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between RENAISSANCE and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

15. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, RENAISSANCE and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. RENAISSANCE are completely dominated and controlled by one another and DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. RENAISSANCE and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. RENAISSANCE and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. RENAISSANCE do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of RENAISSANCE and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. RENAISSANCE are, and at all times relevant hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of RENAISSANCE and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

16. Accordingly, RENAISSANCE constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that RENAISSANCE and DOES 1-20 are Plaintiff's joint RENAISSANCE by virtue of a joint enterprise, and that Plaintiff was an employee of RENAISSANCE and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, RENAISSANCE, or any of them, (1) there is an express or implied agreement of assumption pursuant to which RENAISSANCE and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between RENAISSANCE and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) RENAISSANCE and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to RENAISSANCE and/or

DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, RENAISSANCE and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

18. On or around May 29 2025, Plaintiff was hired by RENAISSANCE to work as a gas station attendant or lead cashier.

19. Plaintiff worked for Defendants until on or around November 12, 2025, on which date her employment was terminated.

20. At all relevant times during her employment, Plaintiff was a full-time, non-exempt employee within the meaning of the California Labor Code and the Industrial Welfare Commission (IWC) Wage Orders, and was entitled to the full protections of California wage and hour laws, including but not limited to payment of minimum wages, overtime wages, timely payment of wages, meal and rest periods, accurate wage statements, and payment of all wages due at separation.

21. From May 29, 2025 through July 6, 2025, Plaintiff's regular hourly rate of pay was $17.00 per hour until; from July 7, 2025 through November 12, 2025, Plaintiff's regular hourly rate of pay was $18.00 per hour.

22. During her employment, Plaintiff regularly worked in excess of eight (8) hours per day and/or forty (40) hours per week. Plaintiff's schedule was inconsistent and constantly changed without notice, consisting of days, nights, and overnight shifts (including 10:00 p.m. to 6:00 a.m. and 9:00 p.m. to 5:00 a.m.).

23. Despite working such hours, Defendants failed to compensate Plaintiff at the requisite overtime rate of one-and-one-half times her regular rate of pay for all hours worked in excess of eight hours per day and/or forty hours per week, in violation of California Labor Code §§ 510 and 1198.

24. On numerous occasions, Plaintiff was required to train new employees while off the clock, including during her lunch breaks, and Plaintiff was not compensated for these hours. Although training new employees was a core duty of her position as lead cashier, Defendants refused to pay her for this time and expected her to continue working without compensation.

25. By virtue of the foregoing, Defendants failed to pay Plaintiff all minimum wages and all wages due and owing for hours worked, in violation of California Labor Code §§ 1194, 1197, and 1197.1.

26. Defendants failed to pay Plaintiff for all hours worked, in violation of Labor Code §§ 204, 1194, 1197, and 510. Plaintiff was required to work off-the-clock on days she was scheduled to work and on days she was not scheduled, and that off-the-clock time was not accounted for on Plaintiff's paychecks.

27. At all relevant times, Defendants failed to provide Plaintiff with duty-free meal periods as required by California Labor Code § 512 and IWC Wage Order No. 7-2001 (or applicable Wage Order). Plaintiff was regularly required to work shifts exceeding five (5) hours without being provided a compliant thirty (30) minute meal period, and on shifts exceeding ten (10) hours, Plaintiff was not provided a second meal period. When Plaintiff was permitted to take a meal period, she was often required to remain on duty, on call, and/or perform work during said meal period without additional compensation, including training new employees.

28. At all relevant times, Defendants failed to authorize and permit Plaintiff to take rest breaks as required by California law. Plaintiff was regularly required to work shifts without being provided two (2) ten (10) minute rest periods for every four (4) hours worked (or major fraction thereof). On the rare occasions Plaintiff was permitted to step away from her duties, she was interrupted with work-related tasks and/or required to remain on call.

29. Defendants failed to provide Plaintiff with timely and accurate itemized wage statements as required by California Labor Code § 226. The wage statements provided to Plaintiff were deficient in one or more of the following respects: a. They failed to accurately reflect all hours worked; b. They failed to accurately reflect the applicable hourly rates in effect during the pay period; c. They failed to accurately reflect all gross wages earned; and/or d. They failed to accurately reflect all net wages earned.

30. Defendants failed to maintain complete and accurate time records as required by California Labor Code § 1174 and IWC Wage Orders. Defendants' timekeeping practices systematically underreported Plaintiff's hours worked and failed to capture all time during which Plaintiff was subject to Defendants' control, including off-the-clock training time and time worked during meal breaks.

31. Plaintiff was entitled to and did accrue paid sick leave under California Labor Code §§ 233, 245, and 246. Despite her medical conditions requiring time off, Defendants failed to provide

Plaintiff with paid sick leave and instead punished her for using such leave, in violation of Labor Code §§ 233, 245, and 246.

32. Defendants violated Labor Code §§ 204 and 223, because Defendants failed to pay wages for all hours worked paid at least twice during each calendar month to employees as required "by contract" under Labor Code § 223, as well as an improper collection of wages paid to an employee under Labor Code § 221, *Gonzales v. Downtown LA Motors*, 215 Cal.App.4th 36 (2d App. Dist. Mar. 6, 2013).

33. Throughout Plaintiffs' employment, Defendants violated Labor Code § 221 by collecting and/or receiving from Plaintiffs, part of their wages paid by Defendants.

34. On or around November 13, 2025, Plaintiff's employment with Defendants ended when Defendants terminated her by text message. At the time of separation, Defendants failed to pay Plaintiff all wages due and owing, including but not limited to all earned but unpaid wages, accrued and unused vacation time, accrued and unused sick leave, and all other compensation owed, in violation of California Labor Code §§ 201, 202, and 203.

35. Plaintiffs are informed and believe, and thereon allege, that they themselves and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, brings an action against Defendants, on behalf of herself and other current and former employees.

RETALIATION ALLEGATIONS

36. During her employment, Plaintiff engaged in protected conduct as defined by California Labor Code §§ 98.6 and 1102.5, including but not limited to:

a) Complaining to Defendants, orally and/or in writing, about Defendants' failure to pay overtime wages, failure to pay for all hours worked, and failure to provide meal and rest breaks;

b) Inquiring about her rights under California wage and hour laws;

c) Informing Defendants that their pay practices violated California law;

d) Asserting her right to medical and sick time for medical conditions;

e) Exercising or attempting to exercise time off for bereavement;

f) Refusing to engage in conduct that would violate California labor laws; and/or

g) Reporting or threatening to report Defendants' labor law violations to the California Labor Commissioner and/or other governmental agencies.

37. Following Plaintiff's protected conduct, Defendants took adverse employment actions against Plaintiff, including but not limited to:

a) Subjecting Plaintiff to unwarranted discipline;

b) Reducing Plaintiff's hours or schedule;

c) Harassing Plaintiff and creating a hostile work environment;

d) Demanding excessive documentation for medical absences;

e) Making demeaning and insensitive comments regarding the death of Plaintiff’s aunt;

f) Terminating Plaintiff's employment on or around November 13, 2025; and/or

g) Otherwise treating Plaintiff less favorably than similarly situated employees who had not engaged in protected conduct.

38. The adverse actions described above were substantially motivated by Plaintiff's engagement in protected conduct and were retaliatory in nature. Defendants took these actions to punish Plaintiff, to chill future protected conduct by Plaintiff and other employees, and to avoid compliance with California wage and hour laws and other workplace protections.

39. Defendants’ conduct described herein was undertaken, authorized, and/or ratified by Defendants’ officers, directors and/or managing agents, including, but not limited to INDIVIDUAL HARASSERS, and those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

40. As a result of Defendants’ actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, humiliation, isolation, loss of reputation among coworkers, headaches, tension, and other physical

ailments, as well as medical expenses, expenses for psychological counseling and treatment, and past and future lost wages and benefits.

41. As a result of the above, Plaintiff is entitled to past and future lost wages, lost employee benefits, bonuses, commissions, benefits and loss or diminution of earning capacity.

42. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

43. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, malicious, oppressive, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE IN VIOLATION OF
LABOR CODE §§201, 204, 22,1 226.7, 510, 1194
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

44. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

45. At all relevant times, Plaintiffs were not exempt from the requirements of 8 Code of Regulations §11070, and IWC Wage Order No. 7-2001, and Defendants failed and refused to pay Plaintiffs wages earned and required by said Regulations, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiffs for missed meal and rest breaks, for reporting time wages, and for minimum wages.

46. California Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." Moreover, "an employee's 'wages' or 'earnings' are the amount the employer has *offered or promised to pay*, or has paid pursuant to such offer or promise,

as compensation for that employee's labor." See *Prachasaisoradej v. Ralphs Grocery Co., Inc.* (2007) 42 Cal.4th 217, 228 (emphasis original).

47. Plaintiffs, and other aggrieved employees, earned PTO during their employment, and Defendants may not expire nor impose forfeiture clauses on PTO as they are earned wages. (*Suastez v. Plastic Dress-Up Co*. (1982) 31 Cal. 3d 774, 779.)

48. On numerous occasions, Plaintiff was required to train new employees while off the clock, including during her lunch breaks, and was not compensated for these hours. By virtue of the foregoing, Defendants failed to pay Plaintiff all minimum wages and all wages due and owing for hours worked, in violation of Labor Code §§ 1194, 1197, and 1197.1.

49. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

50. California Labor Code § 201 provides that if an employer discharges an employee, "the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202 provides that if an employee quits their job, "his or her wages shall become due and payable not later than 72 hours thereafter . . ."

51. During Plaintiffs' employment, Defendants violated Labor Code § 221 by collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by Defendants to said employees.

52. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked at least twice during each calendar month to employees as required "by contract" under Labor Code § 223, as well as an improper collection of wages paid to an employee under Labor Code § 221, *Gonzales v. Downtown LA Motors*, 215 Cal.App.4th 36 (2d App. Dist. Mar. 6, 2013).

53. Plaintiffs accrued approximately 72 hours of sick time pursuant to Labor Code § 246, and Defendants failed to pay these wages, totaling an amount according to proof.

54. Plaintiff also worked on public works projects which required Employers to pay Plaintiff the prevailing minimum wage. Employers, however, failed to pay Plaintiff the appropriate prevailing wage rate.

55. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of $50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

56. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of wages and in violation of Labor Code §§ 226.7, 512, 1030, *et seq*. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on 52 pay periods, the first of which Defendants are penalized $50.00, and the remainder of which Defendants are penalized $100.00 each, for a total due in Labor Code §558 penalties of at least $5,150.00.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

159. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

160. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

161. During her employment, Defendants required Plaintiff to work off the clock, including training new employees during her lunch breaks and performing other work-related duties without compensation. As a result, for numerous workweeks, Plaintiff's average hourly rate of pay fell below the applicable minimum wage, in violation of Labor Code §§ 1197 and 1197.1.

162. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in

a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney's fees, and costs of suit."

163. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

164. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff;

b. As such, required Plaintiff to work without paying at least the minimum wage for all the time they were under Defendants' control.

165. As such, Defendants required Plaintiff to remain under Defendants' control without paying therefore, which resulted in Plaintiff earning less than the legal minimum wage pursuant to statute under California law.

166. During her approximately twenty-four (24) weeks of employment, Plaintiff worked an estimated five (5) days per week and was required to work approximately two (2) hours per week off the clock without compensation, primarily training new employees during her lunch breaks. This resulted in approximately forty-eight (48) uncompensated hours over the course of her employment.

167. During the period from May 29, 2025 through July 6, 2025, when Plaintiff's regular rate was $17.00 per hour, working two uncompensated hours per week. Additionally, Plaintiff worked extra uncompensated hours beyond the estimated two hours per week on numerous occasions, further reducing her effective rate. Taking these factors into account, Plaintiff reasonably estimates that the total unpaid minimum wages owed are not less than $1,200.00, with the precise amount to be proven at trial based on Defendants' time and payroll records.

168. Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to Plaintiff as described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by Plaintiff, in a civil action, for the

unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage and the straight time compensation, including interest thereon.

169. Pursuant to Labor Code § 1194.2(a), Plaintiff seeks recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

170. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff seeks recovery of pre-judgment interest on all amounts recovered herein.

171. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), Plaintiff request that the Arbitrator award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FOR FAILURE TO PAY OVERTIME COMPENSATION

LABOR CODE §§ 510, 1194

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

57. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

58. Labor Code § 510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

59. At all relevant times, Defendants required Plaintiffs to work more than eight hours per day and/or more than 40 hours per workweek.

60. Despite working such hours, Defendants failed and refused to pay Plaintiff all overtime compensation required by Labor Code § 510, IWC Wage Order No. 7-2001, and the applicable provisions of the California Code of Regulations.

61. Specifically, Plaintiff worked approximately five (5) hours of overtime per week during her employment. From May 29, 2025 through July 6, 2025, Plaintiff's regular rate of pay was $17.00 per hour, entitling her to overtime compensation at $25.50 per hour. From July 7, 2025 through November 12, 2025, Plaintiff's regular rate of pay was $18.00 per hour, entitling her to overtime compensation at $27.00 per hour. Defendants failed to pay any overtime premium for these hours, and in many instances, failed to compensate Plaintiff for these hours altogether.

62. Based on the foregoing, Plaintiff estimates that the unpaid overtime wages owed are not less than $3,200.00.

63. During the first approximately five and one-half weeks of her employment, from May 29, 2025 through July 6, 2025, Plaintiff worked five hours of overtime per week at a regular rate of $17.00 per hour, entitling her to overtime compensation at $25.50 per hour, resulting in unpaid overtime wages of approximately $701.25 for this period. During the remaining approximately eighteen and one-half weeks of her employment, from July 7, 2025 through November 12, 2025, Plaintiff worked five hours of overtime per week at a regular rate of $18.00 per hour, entitling her to overtime compensation at $27.00 per hour, resulting in unpaid overtime wages of approximately $2,497.50 for this period. The precise amount of unpaid overtime wages is subject to proof based on Defendants' time and payroll records.

64. In addition, Defendants' failure to pay overtime compensation was willful. As a direct and proximate result of Defendants' failure to pay overtime wages, Plaintiff is entitled to recover the unpaid overtime wages, plus interest thereon, reasonable attorneys' fees, and costs of suit.

65. Plaintiff is further entitled to recover waiting time penalties under Labor Code § 203 based on Defendants' failure to pay all wages due at the time of separation, including unpaid overtime wages, as alleged herein.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
IN VIOLATION OF LABOR CODE §226.7, 512
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

184. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

185. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

186. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

187. During her employment from May 29, 2025 through November 12, 2025 (the "Claim Period"), Plaintiff was not provided with one or more of her statutory meal periods nor her statutory rest breaks on days she worked shifts exceeding five (5) hours, which constituted the majority of days she worked.

188. As alleged herein, Plaintiff is not exempt from the meal period and rest break requirements of IWC Wage Order No. 7-2001 (regulating the mercantile industry). Consequently, Plaintiff is owed one (1) hour of premium pay at her regular rate of compensation for each workday that a compliant meal period was not provided, and one (1) hour of premium pay for each workday that a compliant rest break was not provided, pursuant to Labor Code § 226.7(b).

a. Meal Period Violations: From May 29, 2025 through July 6, 2025, Defendants failed to provide Plaintiff with one or more statutory meal periods on approximately fifteen (15) separate days. Plaintiff is owed one (1) hour of premium pay at $17.00 for each such day, or $255.00, plus interest thereon, for unpaid meal periods during this period.

b. Meal Period Violations: From July 7, 2025 through November 12, 2025, Defendants failed to provide Plaintiff with one or more statutory meal periods on approximately fifty (50) separate days. Plaintiff is owed one (1) hour of premium pay at $18.00 for each such day, or $900.00, plus interest thereon, for unpaid meal periods during this period.

c. Rest Break Violations: From May 29, 2025 through July 6, 2025, Defendants failed to provide Plaintiff with one or more statutory rest breaks on approximately fifteen (15) separate days. Plaintiff is owed one (1) hour of premium pay at $17.00 for each such day, or $255.00, plus interest thereon, for unpaid rest breaks during this period.

d. Rest Break Violations: From July 7, 2025 through November 12, 2025, Defendants failed to provide Plaintiff with one or more statutory rest breaks on approximately fifty (50) separate days.

Plaintiff is owed one (1) hour of premium pay at $18.00 for each such day, or $900.00, plus interest thereon, for unpaid rest breaks during this period.

e. Thus, Plaintiff is owed a total of $2,310.00, plus interest thereon, for unpaid meal periods and rest breaks during the Claim Period, comprised of $1,155.00 for meal period violations and $1,155.00 for rest break violations.

189. Plaintiff has been deprived of her rightfully earned compensation for rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

190. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover an amount no less than $2,310.00 pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

FIFTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE AN ACCURATE ITEMIZED WAGE STATEMENT IN VIOLATION OF LABOR CODE §§ 226, 1174

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

191. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

192. Labor Code § 226(a) requires employers to furnish each employee with an accurate itemized wage statement containing, among other things: gross wages earned, total hours worked, all deductions, net wages earned, the name and address of the legal entity employing the employee, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

193. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of a knowing and intentional failure to comply with § 226(a) is entitled to recover the greater of actual damages or statutory penalties of fifty dollars ($50.00) for the initial pay period in which a violation occurs and one hundred dollars ($100.00) for each subsequent pay period, up to a maximum of four thousand dollars ($4,000.00). Under § 226(e)(2), an employee is deemed to suffer injury if the employer fails to provide a wage statement at all.

194. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a $250.00 civil penalty for the initial pay period in which a violation occurred, and $1,000.00 per employee for each subsequent pay period, with no maximum.

195. During her employment from May 29, 2025 through November 12, 2025 (the "Claim Period"), Defendants failed to provide Plaintiff with timely and accurate itemized wage statements. Specifically, the wage statements provided to Plaintiff failed to accurately reflect all hours worked, the applicable hourly rates, all gross wages earned, and all net wages earned.

196. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

197. Defendants' failure to provide accurate wage statements has injured Plaintiff by: (a) misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which she is entitled; (b) causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records; (c) causing Plaintiff not to be paid wages she is entitled to; (d) causing Plaintiff to be unable to rely on earnings statements in dealings with third parties; and (e) eviscerating Plaintiff's right under Labor Code § 226(b) to review itemized wage statement information by inspecting Defendants' underlying records.

198. Plaintiff was paid on a bi-weekly basis during the Claim Period. Over approximately twenty-four (24) weeks of employment, Plaintiff received approximately twelve (12) pay period wage statements, all of which were deficient as alleged herein.

199. As a direct and proximate result of Defendants' knowing and intentional failure to provide accurate wage statements, Plaintiff is entitled to recover:

A. Statutory penalties under Labor Code § 226(e)(1) in the amount of $50.00 for the initial pay period and $100.00 for each of the remaining eleven (11) pay periods, totaling $1,150.00, or actual damages, whichever is greater; and

B. Civil penalties under Labor Code § 226.3 in the amount of $250.00 for the initial pay period and $1,000.00 for each of the remaining eleven (11) pay periods, totaling $11,250.00.

200. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FOR WAITING TIME PENALTIES

LABOR CODE §§201-203

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

201. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein.

202. Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that if an employee quits, the wages earned and unpaid are due and payable within seventy-two (72) hours.

203. Labor Code § 203 provides that if an employer willfully fails to pay such wages, the employee's wages shall continue as a penalty for up to thirty (30) days, calculated at the employee's daily wage rate.

204. On or around November 12, 2025, Defendants terminated Plaintiff's employment by text message. At the time of termination, Defendants failed to pay Plaintiff all wages due and owing, including but not limited to unpaid overtime wages, unpaid minimum wages, unpaid meal and rest break premium pay, accrued and unused sick leave, and accrued and unused vacation time.

205. Defendants' failure to pay all wages due at the time of termination was willful. Defendants had no good faith dispute as to the wages owed, as they were aware of Plaintiff's hours worked and her entitlement to overtime and other wages, yet nonetheless failed to pay them.

206. As a direct and proximate result of Defendants' willful failure to pay all wages due at termination, Plaintiff is entitled to waiting time penalties under Labor Code § 203. Plaintiff's average daily wage during her employment was $162.00. This amount is calculated by dividing Plaintiff's average weekly hours of forty-five (45) by five (5) workdays per week, resulting in nine (9) hours worked per day, multiplied by Plaintiff's regular rate of pay at termination of $18.00 per hour. Multiplying Plaintiff's average daily wage of $162.00 by thirty (30) days results in waiting time penalties in the amount of $4,860.00.

207. Based on Defendants' conduct as alleged herein, Defendants are liable for waiting time penalties in the amount of $4,860.00 pursuant to Labor Code § 203, plus interest thereon, attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION

FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT

LABOR CODE § 2699

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

208. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

209. Under Labor Code § 2699, Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of themself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

210. Plaintiff is an aggrieved employee within the meaning of Labor Code §§ 2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

211. On November 21, 2025, more than sixty-five (65) calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency (LWDA) and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code § 2699.3(a). These violations included Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.1, each of which is enumerated among the violations set forth in Labor Code § 2699.5.

212. As of the filing of this Complaint, Plaintiffs has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiffs may now commence a civil action, pursuant to Labor Code § 2699.3.

PENALTIES

213. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development

Agency ("LWDA") (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code § 2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

a) As applicable, civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars ($100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation, which includes but is not limited to Labor Code §§ 226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 2802 among other violations;

b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§ 1-556, in the amount of $50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid. Plaintiffs are entitled to recover an amount to be determined and proven at trial. Plaintiffs are also able to collect an additional penalty to be distributed to the other aggrieved employees in an amount according to proof;

c) As applicable, civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code §§ 1194 and 1197, in the amount of $100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover underpaid wages, and $250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed in addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code § 1197.1. Plaintiffs are entitled to recover an amount to be determined and proven at trial. Plaintiffs may also recover penalties under § 1197.1 on behalf of themselves and for the other aggrieved employees;

d) As applicable, civil penalties under Labor Code § 225.5 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code § 221, in the amount of $100 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and $200 for each subsequent violation or any willful or intentional violation, for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed in addition to 25 percent of the amount unlawfully withheld;

e) As applicable, civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204, 204.11, and 1197, in the amount of a civil penalty of $100 for each aggrieved employee per pay period for each initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation, plus 25 percent of the amount unlawfully withheld;

f) As applicable, civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other civil penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of $250 for each aggrieved employee per pay period for each violation and $1,000 for each aggrieved employee per pay period for each subsequent violation. Plaintiffs were paid semi-monthly and are entitled to an amount to be determined and proven at trial;

g) As applicable, Labor Code § 246 (in addition to an entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to provide paid sick leave, in the amount of a civil penalty of $100 for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation plus 25% of the amount unlawfully withheld;

h) As applicable, civil penalties under Labor Code §§ 201-203 and/or 256 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor Code §§ 201, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30) days; and

i) As applicable, any and all additional applicable civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

214. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved employees.

215. Pursuant to Labor Code § 218.6 and Civil Code § 3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

216. Plaintiffs may also seek these same penalties on behalf of all other aggrieved employees.

217. Pursuant to Labor Code § 218.6 and Civil Code § 3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

218. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to Labor Code §§ 2699(g)(1) and any other applicable statute.

EIGHTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

219. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

220. Defendants' violations of IWC Wage Order No. 7-2001, Labor Code §§ 98.6, 201, 202, 203, 204, 221, 223, 226, 226.7, 246, 510, 512, 1102.5, 1194, 1197, 1197.1, 1174, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest breaks, failure to pay meal and rest break premium wages, failure to provide timely and accurate itemized wage statements, failure to pay all wages due upon termination, failure to provide paid sick leave, failure to maintain complete and accurate payroll records,

and retaliation against Plaintiff for engaging in protected conduct, constitute unlawful and unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

221. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

222. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

NINTH CAUSE OF ACTION

FOR RETALIATION

LABOR CODE §§ 98.6

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

223. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

224. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an employee for, among other things, complaining that he or she is owed unpaid wages, for whistleblowing; and for exercising "any rights afforded him or her" under the Labor Code. Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating against an employee who, among other things, has exercised her or her rights under that Chapter, including refusing to participate in unlawful conduct, and any conduct described in Chapter 5 (commencing with Section 1101) of the Labor Code.

225. An employee who has been discharged or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten thousand dollars ($10,000.00) for each violation of that section.

226. During her employment, Plaintiff engaged in protected conduct under Labor Code § 98.6, including but not limited to: (a) complaining to Defendants about unpaid overtime wages and off-the-

clock work; (b) inquiring about her rights under California wage and hour laws; (c) informing Defendants that their pay practices violated California law; (d) asserting her right to medical leave and sick time for her documented medical conditions; (e) requesting time off for bereavement; (f) refusing to sign a write-up she believed was unfair until she could speak with an attorney; and (g) reporting or threatening to report Defendants' labor law violations to the California Labor Commissioner and/or other governmental agencies.

227. Following Plaintiff's protected conduct, Defendants took adverse employment actions against Plaintiff, including but not limited to: (a) subjecting Plaintiff to unwarranted discipline and write-ups; (b) reducing Plaintiff's hours and schedule; (c) publicly humiliating Plaintiff by exposing confidential work reports to coworkers, causing the entire staff to turn against her; (d) demanding excessive documentation for medical absences, including doctor's notes, hospital confirmations, and explanations of her medical conditions; (e) calling Plaintiff while she was hospitalized to demand she return to work; (f) making demeaning and insensitive comments regarding the death of Plaintiff's aunt, and demanding proof of death from Plaintiff's personal phone; and (g) terminating Plaintiff's employment by text message on or around November 12, 2025.

228. The above-described conduct by Defendants, violates Labor Code § 98.6 and Plaintiff is entitled to damages and a civil penalty of ten thousand dollars ($10,000) against Defendants.

229. Defendants' adverse actions were substantially motivated by Plaintiff's protected conduct and were retaliatory in nature. Defendants took these actions to punish Plaintiff, to chill future protected conduct by Plaintiff and other employees, and to avoid compliance with California wage and hour laws and other workplace protections.

230. Defendants' conduct described herein was undertaken, authorized, and/or ratified by Defendants, and Defendants' officers and/or managing agents, including INDIVIDUAL HARASSERS and DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by

managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1-20, inclusive.

231. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered special damages including but not limited to past and future loss of income, benefits, and other damages to be proven at time of trial.

232. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

233. Defendants committed the acts alleged herein maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights. Plaintiff is, therefore, entitled to recover punitive damages from Defendants in an amount according to proof at trial.

TENTH CAUSE OF ACTION
FOR RETALIATION
LABOR CODE §§ 232.5, 1102.5, 1102.6
AGAINST RENAISSANCE AND DOES 1-20, INCLUSIVE

234. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

235. At all relevant times, Labor Code §1102.5 was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. This law also prohibits retaliation

against an employee for *refusing to participate* in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

236. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

237. Labor Code section 232.5, subdivision (c), prohibits employers from discharging, formally disciplining, or otherwise discriminating against employees who disclose information about the employer's working conditions. Indeed, the law in California is that an employee's good faith but mistaken belief in the illegality of his co-workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-blowing context.

238. During her employment, Plaintiff engaged in protected conduct under Labor Code §§ 1102.5 and 232.5, including but not limited to: (a) reporting to her supervisors at Renaissance that Defendants were failing to pay overtime wages and requiring off-the-clock work; (b) reporting to her supervisors that Defendants were failing to provide compliant meal and rest breaks; (c) reporting to her supervisors that Defendants were retaliating against her for asserting her rights; (d) threatening to report Defendants' labor law violations to the California Labor Commissioner and/or other governmental agencies; (e) refusing to sign a write-up she believed was unfair until she could speak with an attorney; and (f) asserting her right to medical leave and paid sick time for her documented medical conditions.

239. Following Plaintiff's protected conduct, Defendants took adverse employment actions against Plaintiff, including but not limited to: (a) subjecting Plaintiff to unwarranted discipline and write-ups; (b) reducing Plaintiff's hours and schedule; (c) publicly humiliating Plaintiff by exposing confidential work reports to coworkers, causing the entire staff to turn against her; (d) demanding excessive documentation for medical absences, including doctor's notes, hospital confirmations, and explanations of her medical conditions; (e) calling Plaintiff while she was hospitalized to demand she return to work; (f) making demeaning and insensitive comments regarding the death of Plaintiff's aunt, and demanding proof of death from Plaintiff's personal phone; and (g) terminating Plaintiff's employment by text message on or around November 12, 2025.

240. Defendants' retaliatory animus is evidenced by the timing of the adverse actions, which

occurred shortly after Plaintiff engaged in protected conduct, and by the fact that no legitimate non-retaliatory reason has been offered for Plaintiff's termination or the other adverse actions taken against her.

241. Said conduct by Defendants violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

242. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed $10,000.00 for Defendants' violations of Labor Code § 1102.5.

243. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered special damages including but not limited to past and future loss of income, benefits, and other damages to be proven at time of trial.

244. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered general damages including, but not limited to, shock, embarrassment, humiliation, isolation, loss of reputation among coworkers, physical distress and injury, stress, emotional distress, and other damages to be proven at the time of trial.

245. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed $10,000.00 for Defendants' violations of Labor Code § 1102.5.

246. Defendants' conduct described herein was undertaken, authorized, and/or ratified by Defendants, and Defendants' officers and/or managing agents, and those identified herein as INDIVIDUAL HARASSERS and DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1-20, inclusive.

247. Because the acts taken toward Plaintiff were carried out by managerial employees acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

248. Plaintiff is also entitled to reasonable attorneys' fees and costs, pursuant to Labor Code section 98.7, subdivision (e), and Civil Code section 1021.5.

249. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

ELEVENTH CAUSE OF ACTION

FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

AGAINST RENAISSANCE AND DOES 1-20, INCLUSIVE

250. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

251. It is a fundamental public policy of the State of California, as articulated in Labor Code §§ 98.6, 232.5, and 1102.5, that employees may exercise their rights under the Labor Code without fear of retaliation, including the right to complain about unpaid wages, the right to report violations of law, the right to refuse to engage in unlawful conduct, and the right to disclose information about the employer's working conditions. It is also a fundamental public policy of the State of California, as articulated in Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, and 1194, that employees are entitled to timely payment of all wages earned, including overtime wages, minimum wages, meal and rest period premiums, and paid sick leave.

252. During her employment, Plaintiff engaged in protected conduct, including but not limited to: (a) complaining to Defendants about unpaid overtime wages and off-the-clock work; (b) inquiring about her rights under California wage and hour laws; (c) informing Defendants that their pay practices violated California law; (d) asserting her right to medical leave and paid sick time for her documented medical conditions; (e) requesting time off for bereavement; (f) refusing to sign a write-up she believed was unfair until she could speak with an attorney; (g) threatening to report Defendants'

labor law violations to the California Labor Commissioner and/or other governmental agencies; and (h) reporting to her supervisors that Defendants were violating California wage and hour laws.

253. Following Plaintiff's protected conduct, Defendants took adverse employment actions against Plaintiff, including but not limited to: (a) subjecting Plaintiff to unwarranted discipline and write-ups; (b) reducing Plaintiff's hours and schedule; (c) publicly humiliating Plaintiff by exposing confidential work reports to coworkers, causing the entire staff to turn against her; (d) demanding excessive documentation for medical absences, including doctor's notes, hospital confirmations, and explanations of her medical conditions; (e) calling Plaintiff while she was hospitalized to demand she return to work; (f) making demeaning and insensitive comments regarding the death and demanding proof of death from Plaintiff's personal phone; and (g) terminating Plaintiff's employment by text message on or around November 12, 2025.

254. Plaintiff's engagement in protected conduct was a substantial motivating factor in Defendants' decision to terminate her employment. Defendants' retaliatory animus is evidenced by the timing of the termination, which occurred the day after Plaintiff refused to sign a write-up and requested to speak with an attorney, and by the pattern of adverse actions taken against Plaintiff following her protected conduct.

255. Defendants' termination of Plaintiff's employment in retaliation for her protected conduct violates the fundamental public policies of the State of California as articulated in Labor Code §§ 98.6, 232.5, 1102.5, and the wage and hour statutes, and constitutes wrongful termination in violation of public policy.

256. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered special damages including but not limited to past and future loss of income, lost employee benefits, bonuses, commissions, and loss or diminution of earning capacity, to be proven at the time of trial.

257. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered general damages including, but not limited to, shock, embarrassment, humiliation, isolation, loss of reputation among coworkers, physical distress and injury, stress, emotional distress, and other damages to be proven at the time of trial.

258. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered special damages including but not limited to past and future loss of income, benefits, and other damages to be proven at time of trial.

259. The foregoing conduct of Defendants individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts;

2. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts;

3. For payment of unpaid minimum wages pursuant to Labor Code §§ 1194, 1197, and 1197.1, in an amount according to proof but estimated to be not less than $1,200.00;

4. For payment of unpaid overtime wages pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, in an amount according to proof but estimated to be not less than $3,200.00;

5. For payment of meal period premium pay pursuant to Labor Code § 226.7, in an amount according to proof but estimated to be not less than $1,155.00;

6. For payment of rest break premium pay pursuant to Labor Code § 226.7, in an amount according to proof but estimated to be not less than $1,155.00;

7. For payment of accrued and unpaid sick leave pursuant to Labor Code §§ 233, 245, and 246, in an amount according to proof but estimated to be not less than $1,300.00;

8. For payment of accrued and unpaid vacation time as earned wages pursuant to Labor Code §§ 201, 202, and 227.3, in an amount according to proof but estimated to be not less than $500.00;

9. For waiting time penalties pursuant to Labor Code §§ 201, 202, and 203, in an amount according to proof but estimated to be not less than $4,860.00;

10. For statutory penalties pursuant to Labor Code § 226(e) for failure to provide accurate itemized wage statements, in an amount according to proof but estimated to be not less than $1,150.00;

11. For civil penalties pursuant to Labor Code § 226.3 for willful violations of the wage statement requirements, in an amount according to proof but estimated to be not less than $11,250.00;

12. For civil penalties pursuant to Labor Code § 558 for underpayment of wages, in an amount according to proof but estimated to be not less than $1,150.00;

13. For statutory penalties pursuant to Labor Code § 2699(f) under the Private Attorneys General Act, in an amount according to proof but estimated to be not less than $15,000.00 on Plaintiff's own behalf and on behalf of all of Defendants' aggrieved employees;

14. For a civil penalty of $10,000.00 pursuant to Labor Code § 98.6(b)(3) for retaliation;

15. For a civil penalty of $10,000.00 pursuant to Labor Code § 1102.5(f) for whistleblower retaliation;

16. For compensatory damages for lost wages, earnings, employment benefits, and other sums of money, together with interest on these amounts;

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

17. For a declaratory judgment reaffirming Plaintiff’s equal standing under the law and condemning Defendants’ discriminatory practices;

18. For general damages for mental pain, anguish, humiliation, emotional distress, and loss of earning capacity;

19. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

20. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287;

21. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1194(a), 2699(g)(1), Code of Civil Procedure § 1021.5, and any other applicable statute;

22. For costs of suit;

23. For attorneys' fees;

24. For post-judgment interest; and

25. For any other relief that is just and proper.

DATED: March 23, 2026

GUERRA & CASILLAS LLP

By: ______________________
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
MARIBEL BRITO

<u>JURY TRIAL DEMANDED</u>

Plaintiff demands trial of all issues by jury.

DATED: March 23, 2026

GUERRA & CASILLAS LLP

By: ______________________
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
MARIBEL BRITO