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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Campins, Julia, for all purposes.

Attorneys for Plaintiff,

DULCE M. GUZMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
(UNLIMITED JURISDICTION)**

DULCE M. GUZMAN,

Case No.: C26-01691

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Unlawful Tip Collection (Lab. Code §§ 351, 353)
- 6) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 9) Failure to Provide Personnel Records;
- 10) Failure to Provide Pay Records;
- 11) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 12) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

Plaintiff,

vs.

MASA TAMALES & TAQUERIA LLC, a
California limited liability company; MASA
TAQUERIA LLC, a California limited liability
company; JONATHAN I. BERMUDEZ, an
individual; and DOES 1 to 25, inclusive,

Defendant(s).

JURY TRIAL DEMANDED

COMES NOW Plaintiff, DULCE M. GUZMAN (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against MASA TAMALES & TAQUERIA LLC, a California limited liability company; MASA TAQUERIA LLC, a California limited liability company; JONATHAN I. BERMUDEZ, an individual; and DOES 1 to 25, inclusive, (collectively “MASA” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Contra Costa because Defendants MASA TAMALES & TAQUERIA LLC, MASA TAQUERIA LLC, JONATHAN I. BERMUDEZ, and DOES 1-25, inclusive, do business in the County of Contra Costa and because Defendants’ obligations and liabilities arise therein. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff Dulce M. Guzman is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant MASA TAMALES & TAQUERIA LLC is a limited liability company organized and existing under the laws of California and a citizen of California based on Plaintiff’s information and belief.

5. Defendant MASA TAMALES & TAQUERIA LLC is a limited liability company organized and existing under the laws of California and a citizen of California based on Plaintiff’s information and belief.

6. Defendant JONATHAN I. BERMUDEZ is a citizen of California based on Plaintiff’s information and belief.

1 7. In relevant part, Labor Code section 558.1 states:

2 (a) Any employer or other person acting on behalf of an employer, who violates,
3 or causes to be violated, any provision regulating minimum wages or hours and
4 days of work in any order of the Industrial Welfare Commission, or violates, or
5 causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
6 held liable as the employer for such violation.

7 (b) For purposes of this section, the term “other person acting on behalf of an
8 employer” is limited to a natural person who is an owner, director, officer, or
9 managing agent of the employer, and the term “managing agent” has the same
10 meaning as in subdivision (b) of Section 3294 of the Civil Code.

11 8. Based on Plaintiff’s information and belief, Defendant JONATHAN I.

12 BERMUDEZ is a natural person, and an owner, director, officer, and/or managing agent of
13 MASA TAMALES & TAQUERIA LLC, MASA TAQUERIA LLC, who directly or indirectly,
14 or through his agent, employed or exercised control over the wages, hours, or working
15 conditions of Plaintiff and the Aggrieved Employees (defined below). Therefore, he is liable to
16 Plaintiff and the Aggrieved Employees for his violations of, or causing Defendants to violate,
17 Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant to Labor Code section 558.1.

18 9. The “Aggrieved Employees” are all current and former non-exempt or hourly
19 paid employees who worked for Defendants at all locations in California during the relevant
20 time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private
21 Attorneys General Act of 2004 (“PAGA”).

22 10. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
23 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
24 is informed and believes and thereon alleges that said defendants are legally responsible for the
25 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
26 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
27 defendants when ascertained.

28 11. Plaintiff is informed and believes and thereon alleges that, at all relevant times
 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
 course and scope of such agency or employment, and with the approval and ratification of each

1 of the other Defendants.

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

7 13. At all relevant times, in perpetrating the acts and omissions alleged herein,
8 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
9 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
10 Employees in accordance with applicable California labor laws as alleged herein.

11 **GENERAL ALLEGATIONS**

12 14. MASA began to employ Plaintiff on or around October 8, 2025 to work as a
13 prep and cashier. During her employment, Plaintiff has worked at the Masa Taqueria located at
14 10409 San Palo Ave, El Cerrito, CA 94530 and Masa Tamales & Taqueria located at 199 Park
15 Pl, Richmond, CA 94801. Plaintiff generally worked four to five days per week and her
16 schedule varied. Plaintiff's employment ended on or around November 7, 2025.

17 15. At all relevant times, MASA has issued wages to Plaintiff and all of the other
18 Aggrieved Employees on a bi-weekly basis and paid her by the hour. At all relevant times,
19 MASA has classified Plaintiff and all of the other Aggrieved Employees as a non-exempt
20 employee entitled to the protections of the Labor Code and the Wage Order. Plaintiff's latest
21 rate of pay was approximately \$20.00 per hour.

22 16. MASA has failed to pay Plaintiff and the other Aggrieved Employees for all
23 time worked or subject to its control. "Off-the-clock" work included Plaintiff performing tasks
24 after clocking out at the end of her shifts to help with clean-up, and she frequently received text
25 messages on her personal cell phone from MASA ownership/management before or after her
26 shifts regarding work-related matters and scheduling

27 17. Due to the above "off the clock" violations, MASA has failed to pay Plaintiff
28 and the Aggrieved Employees properly-calculated overtime wages. Plaintiff's and the

1 Aggrieved Employees' actual work hours, which included the "off the clock" work as
2 described above, entitled them to overtime, however, it was not company policy to keep
3 accurate track of all hours worked and to pay employees, like Plaintiff, the accurate amount of
4 overtime, especially since the "off the clock" work was not factored into the equation.
5 Furthermore, any incentive payments and/or bonus payments were not factored into the
6 employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In
7 addition, any bonus and/or incentive payments were not factored into the correct meal and rest
8 break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

9 18. In addition, the Aggrieved Employees were not given accurate tips to which
10 they were entitled in violation of California Labor Code Section 351 and 353.

11 19. MASA has failed to provide all compliant meal periods and authorize and
12 permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were
13 entitled. Plaintiff is entitled to take off-duty, uninterrupted 30-minute meal periods before the
14 fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or
15 major fraction thereof worked. Due to the press of business, Plaintiff and the other Aggrieved
16 Employees would not be able to take timely, uninterrupted meal periods before the 5th hour
17 worked. On information and belief, MASA did not provide premium wages to Plaintiff and the
18 other Aggrieved Employees for these meal and rest break violations; if MASA did provide
19 premium wages, they were not paid at the correct rate, as explained above.

20 20. MASA has failed to reimburse Plaintiff and the other Aggrieved Employees for
21 the business expenses they incurred in direct consequence of the discharge of their duties.
22 During her employment, MASA required Plaintiff and the other Aggrieved Employees to use
23 their personal cell phones to communicate with management regarding work matters and
24 scheduling. Plaintiff also purchased items such as pencils, markers, non-slip shoes, and a black
25 apron for work. MASA did not reimburse her for these uniform and supply expenses.
26 Accordingly, MASA violated California Labor Code sections 2800 and 2802.

27 21. MASA failed to provide paid sick leave and/or correctly calculated sick leave
28 wages to Plaintiff and the other Aggrieved Employees and failed to provide Plaintiff and all of

1 the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu
2 of sick leave, in violation of Labor Code sections 233 and 246.

3 22. MASA has failed to pay Plaintiff and the other Aggrieved Employees all wages
4 due within the time periods required by California Labor Code section 204, including minimum
5 wages, overtime wages as described above, and meal and rest break premiums. In fact, the
6 paychecks themselves show a facial violation of section 204, as wages were issued more than
7 seven days after the close of the pay period.

8 23. MASA has not provided Plaintiff and the other Aggrieved Employees accurate,
9 itemized wage statements. Wage statements must include all hours worked, overtime hours
10 worked, all applicable hourly rates, the correct legal name and correct address of employer
11 entity, gross wages earned, all deductions, net wages earned, reimbursement for business
12 expenses, the correct start and end of the applicable pay period, the employee ID numbers or
13 social security numbers, among other items. Labor Code § 226(a)(2). MASA issued wage
14 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
15 number of hours worked at each hourly rate because of MASA's failure to properly pay wages
16 as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

17 24. MASA has also violated Labor Code section 558 and engaged in business
18 practices which violate Business and Professions Code Section 17200.

19 **FIRST CAUSE OF ACTION**

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

21 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

22 **(By Plaintiff against all Defendants)**

23 25. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

24 26. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
25 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
26 and the Wage Order.

27 27. Section 2(K) of the Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of an employer, and includes all the time the

1 employee is suffered or permitted to work, whether or not required to do so.”

2 28. Section 3 of the Wage Order states:

3 (A) Daily Overtime - General Provisions

4 (1) The following overtime provisions are applicable to
5 employees 18 years of age or over and to employees 16 or
6 17 years of age who are not required by law to attend
7 school and are not otherwise prohibited by law from
8 engaging in the subject work. Such employees shall not
9 be employed more than eight (8) hours in any workday or
10 more than 40 hours in any workweek unless the employee
11 receives one and one-half (1 ½) times such employee’s
12 regular rate of pay for all hours worked over 40 hours in
13 the workweek. Eight (8) hours of labor constitutes a day’s
14 work. Employment beyond eight (8) hours in any
15 workday or more than six (6) days in any workweek is
16 permissible provided the employee is compensated for
17 such overtime at not less than:

13 (a) One and one-half (1 ½) times the employee’s
14 regular rate of pay for all hours worked in excess
15 of eight (8) hours up to and including 12 hours in
16 any workday, and for the first eight (8) hours
17 worked on the seventh (7th) consecutive day of
18 work in a workweek.

17 (b) Double the employee’s regular rate of pay for
18 all hours worked in excess of 12 hours in any
19 workday and for all hours worked in excess of
20 eight (8) hours on the seventh (7th) consecutive
21 day of work in a workweek.

21 (c) The overtime rate of compensation required to
22 be paid to a nonexempt full-time salaried
23 employee shall be computed by using the
24 employee’s regular hourly salary as one-fortieth
(1/40) of the employee’s weekly salary.

25 29. Section 4 of the Wage Order requires an employer to pay non-exempt employees
26 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
27 an employer has actual or constructive knowledge that employees are working.

28 30. Labor Code section 510 states:

1 Eight hours of labor constitutes a day's work. Any work in excess
2 of eight hours in one workday and any work in excess of 40
3 hours in any one workweek and the first eight hours worked on
4 the seventh day of work in any one workweek shall be
5 compensated at the rate of no less than one and one-half times the
6 regular rate of pay for an employee. Any work in excess of 12
7 hours in one day shall be compensated at the rate of no less than
8 twice the regular rate of pay for an employee. In addition, any
9 work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular
rate of pay of an employee. Nothing in this section requires an
employer to combine more than one rate of overtime
compensation in order to calculate the amount to be paid to an
employee for any hour of overtime work.

10 31. California Labor Code § 1194 invalidates any agreement between an employer
11 and an employee to work for less than the minimum wage required under the applicable Wage
12 Order.

13 32. California Labor Code § 1197 makes it unlawful for an employer to pay an
14 employee less than the minimum wage required under the applicable Wage Order for all hours
15 worked during a payroll period.

16 33. California Labor Code § 1198 makes it unlawful for an employer to employ an
17 employee under conditions that violate the Wage Order.

18 34. In conjunction, these provisions of the California Labor Code require employers
19 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
20 for all hours worked, including unrecorded hours when the employer knew or reasonably should
21 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
22 *Co.* (2000) 22 Cal.4th 575, 585.)

23 35. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
24 and forty (40) hours in one workweek without compensating her for such time worked at the
25 premium rates required by California law.

26 36. As described more fully above, Defendants failed to pay all minimum, regular,
27 overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
28 times, did not pay for off-the-clock work, and failed to pay overtime and double time wages

1 based on correct regular rates of pay.

2 37. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
3 amount, subject to proof, to the extent that she was not paid the full amount of wages earned
4 during each pay period during the applicable limitations period, including minimum, overtime,
5 and double-time wages.

6 38. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for
7 unpaid wages which Defendants failed to pay her at the rates set forth herein, interest thereon,
8 and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST BREAKS**

11 **(Lab. Code §§ 226.7 and 1198)**

12 **(By Plaintiff against all Defendants)**

13 39. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 40. At all relevant times during the applicable limitations period, Plaintiff was a
15 non-exempt employee of Defendants and entitled to the benefits and protections of California
16 Labor Code §§ 226.7, 1198, and the Wage Order.

17 41. Labor Code § 1198 states,

18 "The maximum hours of work and the standard conditions of labor
19 fixed by the commission shall be the maximum hours of work and the
20 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

21 42. In relevant part, Section 12 of the Wage Order states:

22 **Rest Periods:**

23 (A) Every employer shall authorize and permit all employees
24 to take rest periods, which insofar as practicable shall be in the
25 middle of each work period. The authorized rest period time
26 shall be based on the total hours worked daily at the rate often
27 (10) minutes net rest time per four (4) hours or major fraction
28 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

1 (B) If an employer fails to provide an employee a rest period
2 in accordance with the applicable provisions of this Order, the
3 employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each work day that
the rest period is not provided.

5 43. In addition, Labor Code Section 226.7 states

6 (b) An employer shall not require an employee to work during a
7 meal or rest or recovery period mandated pursuant to an applicable
8 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
9 Board, or the Division of Occupational Safety and Health.

10 (c) If an employer fails to provide an employee a meal or rest or
11 recovery period in accordance with a state law, including, but not
12 limited to, an applicable statute or applicable regulation, standard, or
13 order of the Industrial Welfare Commission, the Occupational Safety
14 and Health Standards Board, or the Division of Occupational Safety and
Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

15 44. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
16 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

17 45. Defendants failed to authorize and permit Plaintiff to take compliant rest
18 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
19 rest period was not provided.

20 46. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
21 an amount subject to proof to the extent she was not paid additional wages owed for all rest
22 breaks not provided to her.

23 47. By reason of the above, Plaintiff is entitled to premium wages for workdays in
24 which one or more rest breaks were not provided to her pursuant to California Labor Code §
25 226.7, plus interest and costs.

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employee's regular rate of compensation for each workday that the meal period is not provided.

53. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also entitled to a second 30-minute meal period when he worked more than ten (10) hours in a workday.

54. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent she was not paid additional wages owed for all meal periods not provided to her.

56. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more meal periods were not provided to her pursuant to California Labor Code § 226.7, plus interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff against all Defendants)

57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

58. At all relevant times, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

59. In pertinent part, California Labor Code § 2802(a) states:

An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

60. California Labor Code § 1198 prohibits employers from employing their

1 employees under conditions prohibited by the Wage Order.

2 61. At all relevant times during the applicable limitations period, Defendants
3 required Plaintiff and the other Aggrieved Employees to use their personal cell phones to
4 communicate with management regarding work matters and scheduling. Plaintiff also purchased
5 items such as pencils, markers, non-slip shoes, and a black apron for work. However,
6 Defendants did not provide these items and did not reimburse Plaintiff for these expenses.

7 62. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
9 Defendants' failure to indemnify Plaintiff for the reasonable expenses she incurred in the course
10 of performing her duties.

11 63. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
12 expenditures and losses and interest due and owing to within three years (3) of the date of the
13 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
14 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

15 **FIFTH CAUSE OF ACTION**

16 **UNLAWFUL TIP COLLECTION**

17 **(Lab. Code §§ 351 and 353)**

18 **(By Plaintiff against all Defendants)**

19 64. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 65. During all times relevant herein, Defendants unlawfully collected tips meant for
21 its employees, such as Plaintiff.

22 66. Labor Code section 351 makes it illegal for an employer to collect tips paid or
23 left for the employee and mandates that such tips are the employees' property.

24 67. Labor Code section 353 requires every employer to keep accurate records of all
25 gratuities received, whether received directly from the employee or indirectly by means of
26 deductions from the wages of the employee or otherwise.

27 68. By Defendants unlawfully collecting tips from Plaintiff and not maintaining
28 records showing tips received and paid to Plaintiff, Defendants violated California Labor Code

1 Section 351 and 353. Therefore, Plaintiff demands return of all tips unlawfully collected from
2 her within three years of the filing of this complaint.

3 **SIXTH CAUSE OF ACTION**

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

5 **(California Labor Code Section 226)**

6 **(By Plaintiff against all Defendants)**

7 69. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 70. Pursuant to California Labor Code Section 226, every employer must furnish
9 each employee an itemized statement of wages and deductions at the time of payment of wages.

10 71. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
11 that accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
13 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
14 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
15 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
16 California Labor Code Section 226(a).

17 72. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
18 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
19 violation occurs and one hundred dollars (\$100) per employee for each violation in a
20 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
21 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
22 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

23 73. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
24 sustained damages, including loss of earnings, in an amount to be established at trial. As a
25 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
26 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
27 and attorney's fees pursuant to statute.

28 74. Under this cause of action, Plaintiff prays for penalties due under the statutes

1 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
2 proof at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

5 **(California Labor Code Sections 201-203)**

6 **(By Plaintiff against all Defendants)**

7 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 76. Pursuant to California Labor Code Section 201(a), an employer who discharges
9 an employee must immediately pay for all compensation due and owing.

10 77. Pursuant to California Labor Code Section 202, when an employee resigns, the
11 employer must pay all compensation due and owing within 72 hours of resignation, or on the
12 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

13 78. Pursuant to California Labor Code Section 203, if an employer willfully fails to
14 pay, without abatement or reduction, any wages of an employee whose employment ends, the
15 wages of the employee shall continue as a penalty from the due date at the same rate until paid
16 or until an action is commenced; however, the wages shall not continue for more than 30 days
17 for failure to pay an employee owed wages.

18 79. After Plaintiff's employment with Defendants ended, Defendants willfully
19 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

20 80. Under this cause of action, Plaintiff prays for penalties due under the statutes
21 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
22 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
23 immediately preceding the filing of this lawsuit.

24 81. Under this cause of action, Plaintiff also prays for attorney's fees and costs
25 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
26 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

27 82. Under this cause of action, Plaintiff prays for penalties due under the statutes
28 alleged along with any allowable interest, penalties, attorney's fees, and costs according to

1 proof at trial.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 **(California Labor Code Section 204)**

5 **(By Plaintiff against all Defendants)**

6 83. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

7 84. California Labor Code Section 204 establishes the fundamental right of all
8 employees in the State of California to be paid wages in a timely fashion for their work.

9 85. At all times relevant during the liability period, Defendants failed to pay
10 Plaintiff the full amount of all owed wages when due as required by California Labor Code
11 Section 204.

12 86. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
13 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
14 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
15 worked, including the minimum wage, overtime hours, double time hours, and premium pay
16 for missed meal and rest breaks.

17 87. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
18 an amount, subject to proof, to the extent she was not paid all wages each pay period. The
19 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
20 directly from Defendants' records or indirectly based on information from Defendants' records.

21 88. Under this cause of action, Plaintiff prays for penalties due under the statutes
22 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
23 proof at trial.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE PERSONNEL RECORDS**

26 **(By Plaintiff against all Defendants)**

27 89. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 90. Labor Code section 1198.5 dictates "every current and former employee, or his

1 or her representative, has the right to inspect and receive a copy of the personnel records that
2 the employer maintains relating to the employee's performance or to any grievance concerning
3 the employee."

4 91. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
5 employer shall make the contents of those personnel records available for inspection to the
6 current or former employee, or his or her representative, at reasonable intervals and at
7 reasonable times..." On information and belief, Defendants intentionally failed to provide
8 Plaintiff with personnel records when requested by Plaintiff via letter on December 6, 2025, as
9 required by law. Plaintiff requested her personnel records in accordance with California Labor
10 Code section 1198.5(k) on December 6, 2025 via certified U.S. mail.

11 92. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
12 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
13 suffered and continues to suffer substantial losses related to Defendants' failure to provide
14 personnel records.

15 93. Plaintiff seeks all available remedies for Defendants' violations including, but
16 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
17 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
18 amount of \$750.00, along with costs and attorney's fees.

19 **TENTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE PAY RECORDS**

21 **(By Plaintiff against all Defendants)**

22 94. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 95. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
24 current and former employees the right to inspect or copy records pertaining to their
25 employment, upon reasonable request to the employer..."

26 96. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
27 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
28 pertaining to a current or former employee shall comply with the request as soon as practicable,

1 but no later than 21 calendar days from the date of the request.” On information and belief,
2 Defendants intentionally failed to provide Plaintiff with pay records when requested by
3 Plaintiff via letter, on December 6, 2025, and as required by law. Plaintiff requested her pay
4 records in accordance with California Labor Code section 226 on December 6, 2025, via U.S.
5 certified mail. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
6 pay records within 21 days.

7 97. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
8 and continues to suffer substantial losses related to Defendants’ failure to provide pay records.
9 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
10 amount of \$750.00, along with costs and attorney’s fees.

11 98. Plaintiff seeks all available remedies for Defendants’ violations including, but
12 not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

13 **ELEVENTH CAUSE OF ACTION**

14 **CIVIL PENALTIES**

15 **(Lab. Code §§ 2698, *et seq.*)**

16 **(By Plaintiff against all Defendants)**

17 99. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 100. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
19 2004 (“PAGA”) because she was employed by Defendants during the applicable statutory
20 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
21 Plaintiff seeks to recover on her own behalf, on behalf of the State of California, and on behalf
22 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
23 PAGA, plus reasonable attorney’s fees and costs.

24 101. During the applicable time period, Defendants violated California Labor Code
25 §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and
26 2802.

27 102. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
28 behalf of themselves and other current or former employees, to bring a civil action to recover

1 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

2 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
3 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'
4 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558,
5 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
6 following amounts:

7 A. For violations of California Labor Code § 204, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
9 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
10 established by California Labor Code § 210).

11 B. For violations of California Labor Code § 226(a), two hundred fifty
12 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
13 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
14 established by California Labor Code § 226.3).

15 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
16 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
18 established by California Labor Code § 558).

19 D. For violations of California Labor Code § 1174, five hundred dollars
20 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
21 California Labor Code § 1174.5).

22 E. For violations of California Labor Code § 1197, one hundred dollars
23 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
24 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
25 per pay period (regardless of whether the initial violations were intentionally committed)
26 (penalty amounts established by California Labor Code § 1197.1).

27 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 351,
28 353, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per

1 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
2 Employee per pay period for each subsequent violation (penalty amounts established by
3 California Labor Code § 2699(f)(2)).

4 104. Plaintiff has complied with the procedures for bringing suit specified in
5 California Labor Code § 2699.3. By letter dated December 6, 2025, Plaintiff filed written
6 notices online with the Labor and Workforce Development Agency (“LWDA”) and gave
7 written notice by certified mail to Defendants of the specific provisions of the California Labor
8 Code alleged to have been violated, including the facts and theories to support the alleged
9 violations. Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00. The
10 LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s
11 notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff
12 informing her that it does not intend to investigate these allegations.

13 105. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
14 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
15 connection with their claims for civil penalties.

16 **TWELFTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

19 **(By Plaintiff against all Defendants except Jonathan I Bermudez)**

20 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 107. At all relevant times during the applicable limitations period, Plaintiff has been
22 an employee of Defendants and entitled to the benefits and protections of the Business and
23 Professions Code §§ 17200, *et seq.*

24 108. Defendants engaged in unfair competition by failing to 1) pay employees for all
25 hours worked at the correct rates of pay and 2) pay their employees premium wages for
26 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
27 employees for necessary business expenses incurred in the course of performing their duties.

28 109. The unlawful conduct of Defendants alleged herein amounts to and constitutes

1 unfair competition within the meaning of California Business & Professions Code §§ 17200,
2 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
3 unfairly gained a competitive advantage over other comparable companies doing business in
4 California that comply with their legal obligations to, among other things, refrain from
5 retaliatory practices and prevent retaliation, pay their employees premium wages for workdays
6 in which they did not provide employees with one or more meal and rest periods, indemnify
7 them for all business expenses incurred during the course of performing their duties, including,
8 but not limited to, mobile phone expenses, and pay them all wages earned.

9 110. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
10 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
11 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
12 failed to reimburse Plaintiff for all expenses he incurred in the course of performing her duties.

13 111. Pursuant to California Business & Professions Code § 17203, Plaintiff is
14 entitled to restitution of all monies rightfully belonging to her that Defendants did not pay her
15 or otherwise retained by means of their unlawful and unfair business practices.

16 112. Plaintiff is entitled to reasonable attorneys' fees in connection with her unfair
17 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
18 benefit doctrine and/or the common fund doctrine.

19 113. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
20 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
21 thereon, as permitted by law, all in amounts subject to proof.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 24 1. For general damages according to proof;
- 25 3. For special and consequential damages to the extent allowed by law;
- 26 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
27 subject to proof at trial;
- 28 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to

6. proof at trial;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;
10. For restitution and disgorgement for all unfair business practices by Defendants Masa Tamales & Taqueria LLC and Masa Taqueria LLC against Plaintiff in an amount according to proof;
11. For an order enjoining Defendants Masa Tamales & Taqueria LLC and Masa Taqueria LLC from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
13. For the imposition of civil penalties and/or statutory penalties;
14. For all interest as allowed by law;
15. For all costs and disbursements incurred in this suit;
16. Reasonable attorney's fees where available by law, including but not limited to, pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j), and/or other applicable laws; and

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1 17. For such other and further relief as this Court may deem proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

4
5 Dated: May 16, 2026

MM LAW, APC

6
7 By Maralle Messrelian
8 Maralle Messrelian, Esq.
9 Attorney for Plaintiff,
DULCE M. GUZMAN