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7 ANNEKES "ANNIE" HERRERA

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF CONTRA COSTA

10 ANNEKES "ANNIE" HERRERA,

Case No.:
C26-00620

11 Plaintiff,

12 vs.

13 ANDREA BOW, AN INDIVIDUAL;
14 ROBERT BOW, AN INDIVIDUAL

15 Defendants

FIRST AMENDED UNLIMITED CIVIL
COMPLAINT

1. Unpaid Overtime Wages
 2. Failure to Provide Meal Periods
 3. Failure to Provide Rest Periods
 4. Failure to Pay Wages Upon Termination
 5. Failure to Provide Written Notice at Hire
 6. Failure to Provide Notice of Change in Relationship
 7. Failure to Reimburse Business Expenses
 8. Unfair Business Practices
 9. Negligence
 10. Negligence Per Se
 12. Intentional Interference with Prospective Economic Advantage
- [DEMAND FOR JURY TRIAL]**

26
27 Plaintiff ANNEKES HERRERA DELGADO ("Plaintiff") hereby alleges as follows:

28 **PARTIES**

FIRST AMENDED UNLIMITED CIVIL COMPLAINT - 1

1 1. Plaintiff ANNEKES PATRICIA HERRERA DELGADO ("Plaintiff") is,
2 and at all relevant times was, an individual residing in the State of California.

3 2. Defendant ANDREA BOW ("Andrea") is, and at all relevant times
4 was, an individual residing in the County of Contra Costa, State of California.
5 Andrea employed Plaintiff as a nanny.

6 3. Defendant ROBERT BOW ("Robert") is, and at all relevant times
7 was, an individual residing in the County of Contra Costa, State of California.
8 Robert employed Plaintiff as a nanny.

9 4. Andrea and Robert are collectively referred to herein as
10 "Defendants."

11 **JURISDICTION AND VENUE**

12 5. This Court has jurisdiction over this matter because the amount in
13 controversy exceeds the jurisdictional minimum of the Court.

14 6. Venue is proper in this Court because Defendants reside in the
15 County of Contra Costa, California, and Plaintiff's employment occurred in the
16 County of Contra Costa, California.

17 **GENERAL ALLEGATIONS**

18 **Employment Relationship**

19 7. Defendants employed Plaintiff as a nanny during two separate
20 periods of employment. The first period of employment ran from June 14, 2022,
21 through September 20, 2023 ("First Employment Period"). During the First
22 Employment Period, Plaintiff provided childcare for Defendants' daughter, NORA
23 BOW ("Nora"), who was approximately six months old at the commencement of
24 the First Employment Period and approximately two years old at its conclusion.
25 The second period of employment ran from March 6, 2025, through October 31,
26 2025 ("Second Employment Period"). During the Second Employment Period,
27 Plaintiff provided childcare for Defendants' younger daughter, NELLIE BOW
28 ("Nellie").

1 8. During the First Employment Period, Plaintiff was paid \$25.00 per
2 hour and worked approximately 30 hours per week. During the Second
3 Employment Period, Plaintiff was paid \$29.00 per hour and worked
4 approximately 42 hours per week.

5 9. Plaintiff was paid on a weekly basis throughout her employment with
6 Defendants.

7 10. At all relevant times, Plaintiff was a non-exempt employee entitled to
8 the protections of California wage and hour laws.

9 11. As a nanny, Plaintiff's duties included supervising, feeding, and
10 dressing Defendants' children. In addition to these attendant duties, Plaintiff
11 regularly performed substantial non-attendant household duties throughout both
12 periods of employment. These non-attendant duties are documented in the
13 written offer of employment for the Second Employment Period, attached hereto
14 as Exhibit A, and were substantially the same in nature and scope during the
15 First Employment Period. The non-attendant household duties that Plaintiff was
16 required to perform on a regular and recurring basis included: (a) performing all
17 Bow family laundry, including the child's laundry, and changing the child's bed
18 sheets on a weekly schedule; (b) maintaining a clean and organized environment
19 throughout the living area, kitchen, playroom, and child's room; (c) cleaning and
20 sterilizing bottles, the bottle maker (BabyBreezza), and the child's dishes; (d)
21 wiping down counters each day before leaving; (e) emptying the child's diaper
22 pail on a weekly schedule; (f) preparing all meals for the child and refilling the
23 formula machine and water filter; (g) organizing the child's room, drawers, and
24 toys; (h) cleaning the stroller and diaper bag; and (i) performing additional light
25 household work including emptying the dishwasher and folding towels and
26 blankets. During both periods of employment, Plaintiff performed these non-
27 attendant household duties for at least two hours (120 minutes) per workday.
28 During the First Employment Period, this constituted approximately 33.3% of

1 Plaintiff's total weekly work time (600 minutes of non-attendant work out of 1,800
2 total weekly minutes based on a 30-hour workweek). During the Second
3 Employment Period, this constituted approximately 23.8% of Plaintiff's total
4 weekly work time (600 minutes of non-attendant work out of 2,520 total weekly
5 minutes based on a 42-hour workweek). Under the standard adopted by the
6 California Division of Labor Standards Enforcement interpreting Labor Code
7 section 1451(d) and IWC Wage Order No. 15-2001, a worker who spends more
8 than 20% of total work time on duties other than personal attendant duties does
9 not qualify as a "personal attendant." Because Plaintiff's non-attendant duties
10 exceeded 20% of her total work time during both periods of employment, Plaintiff
11 does not qualify as a personal attendant and is entitled to the full protections of
12 the California Labor Code and IWC Wage Order No. 15, including overtime
13 compensation for all hours worked over eight (8) in a workday or forty (40) in a
14 workweek, and meal and rest periods pursuant to Labor Code section 226.7 and
15 IWC Wage Order No. 15.

16 **Applicable Laws**

17 12. Industrial Welfare Commission Wage Order No. 15-2001 specifically
18 governs "household occupations," which includes services related to the care of
19 persons in private households.

20 13. The California Domestic Worker Bill of Rights (Assembly Bill 241,
21 codified at Labor Code sections 1450-1454) expanded protections for domestic
22 workers, including personal attendants who supervise, feed, and dress children.

23 14. All domestic workers, including nannies employed in private
24 residences, are entitled to meal and rest periods, timely payment of wages, and
25 all other protections afforded to California employees under the Labor Code.
26 Defendants, as owners and occupants of a residential dwelling who employed
27 Plaintiff for the care and supervision of their children, are exempt from the wage
28 statement requirements of Labor Code section 226 pursuant to subdivision (d)

1 thereof. Plaintiff does not assert a claim under Labor Code section 226.
2 Notwithstanding that exemption, Defendants remained obligated to pay all wages
3 earned, including overtime, meal period and rest period premiums under Labor
4 Code section 226.7, and all accrued paid time off upon separation, and to timely
5 pay all such wages at termination as required by Labor Code sections 201 and
6 203.

7 **Discriminatory Termination**

8 15. Defendants terminated Plaintiff's employment on October 31, 2025,
9 having stated that they wanted to hire someone younger, with no children.

10 16. At the time of her termination, Plaintiff was 48 years of age.

11 17. Plaintiff is a highly qualified professional, holding credentials as a
12 psychologist, and having both raised her own children and employed nannies
13 herself in Colombia. Plaintiff was so well-qualified that Defendants hired her
14 twice.

15 **Failure to Establish Proper Employment with EDD**

16 18. Upon information and belief, Defendants failed to register as
17 employers with the California Employment Development Department ("EDD").

18 19. Upon information and belief, Defendants failed to report Plaintiff's
19 wages to the EDD as required by law.

20 20. Upon information and belief, Defendants failed to pay unemployment
21 insurance taxes as required by California Unemployment Insurance Code
22 sections 976, 1088, and 1735.

23 21. As a direct and proximate result of Defendants' failure to properly
24 establish employment with the EDD and pay required unemployment insurance
25 taxes, Plaintiff has been deprived of unemployment insurance benefits to which
26 she would otherwise be entitled following her termination on October 31, 2025.

1 22. California unemployment insurance benefits provide up to \$450.00
2 per week for eligible claimants. Plaintiff has been and continues to be deprived of
3 these benefits as a direct result of Defendants' unlawful conduct.

4 **PAGA Notice**

5 23. On November 30, 2025, Plaintiff, through counsel, provided written
6 notice to Defendants and to the Labor and Workforce Development Agency
7 ("LWDA") of the Labor Code violations alleged herein, in accordance with Labor
8 Code section 2699.3.

9 24. More than 65 days have elapsed since Plaintiff filed the PAGA
10 notice with the LWDA, and the LWDA has not investigated or cited Defendants
11 for the alleged violations.

12 25. Plaintiff is therefore authorized to commence a civil action pursuant
13 to PAGA.

14 **FIRST CAUSE OF ACTION**

15 **Unpaid Overtime Wages**

16 **(Labor Code §§ 510, 1194, 1198; IWC Wage Order 15)**

17 **(Against All Defendants)**

18 26. Plaintiff re-alleges and incorporates by reference each and every
19 allegation contained in the preceding paragraphs as though fully set forth herein.

20 27. At all relevant times, Defendants were Plaintiff's employers within
21 the meaning of the California Labor Code and applicable IWC Wage Orders.

22 28. Defendants failed to pay Plaintiff overtime wages at the rate of one
23 and one-half times her regular rate of pay for all hours worked over eight (8) in a
24 workday or forty (40) in a workweek.

25 29. Defendants' failure to pay overtime wages includes, but is not limited
26 to, the following documented instances: October 8, 2025 (6 hours overtime);
27 September 25, 2025 (3.5 hours overtime); September 9, 2025 (1.75 hours
28

overtime); August 27, 2025 (1.5 hours overtime); and May 24, 2025 (4 hours overtime).

30. At Plaintiff's overtime rate of \$43.50 per hour (1.5 × \$29.00), Defendants owe Plaintiff at least \$728.63 in documented unpaid overtime wages, plus additional amounts for overtime violations throughout her employment.

31. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial, including unpaid overtime wages, interest, and penalties.

32. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover unpaid overtime compensation, interest thereon, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(Labor Code §§ 226.7, 512; IWC Wage Order 15)

(Against All Defendants)

33. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

34. Under California law, employees who work more than five (5) hours are entitled to a 30-minute unpaid meal period, and employees who work more than ten (10) hours are entitled to a second 30-minute meal period.

35. Defendants systematically failed to provide Plaintiff with compliant meal periods throughout her employment.

36. Plaintiff worked every weekday during her employment and was regularly denied compliant meal periods.

37. For each workday in which a meal period was not provided, Defendants owe one additional hour of pay at Plaintiff's regular rate of compensation pursuant to Labor Code section 226.7.

1 38. During the First Employment Period, Plaintiff worked approximately
2 330 workdays (66 weeks × 5 days) at \$25.00 per hour, entitling Plaintiff to meal
3 period premiums of \$8,250.00.

4 39. During the Second Employment Period, Plaintiff worked
5 approximately 170 workdays (34 weeks × 5 days) at \$29.00 per hour, entitling
6 Plaintiff to meal period premiums of \$4,930.00.

7 40. As a direct and proximate result of Defendants' conduct, Plaintiff has
8 suffered damages in an amount to be proven at trial, including meal period
9 premiums totaling at least \$13,180.00, plus interest.

10 **THIRD CAUSE OF ACTION**

11 **Failure to Provide Rest Periods**

12 **(Labor Code § 226.7; IWC Wage Order 15)**

13 **(Against All Defendants)**

14 41. Plaintiff re-alleges and incorporates by reference each and every
15 allegation contained in the preceding paragraphs as though fully set forth herein.

16 42. Under California law, employees are entitled to a 10-minute paid rest
17 period for every four (4) hours worked, or major fraction thereof.

18 43. Defendants failed to provide Plaintiff with rest periods throughout her
19 employment.

20 44. Plaintiff worked every weekday during her employment and was
21 systematically denied rest periods.

22 45. For each workday in which a rest period was not provided,
23 Defendants owe one additional hour of pay at Plaintiff's regular rate of
24 compensation pursuant to Labor Code section 226.7.

25 46. During the First Employment Period, Plaintiff worked approximately
26 330 workdays at \$25.00 per hour, entitling Plaintiff to rest period premiums of
27 \$8,250.00.

1 47. During the Second Employment Period, Plaintiff worked
2 approximately 170 workdays at \$29.00 per hour, entitling Plaintiff to rest period
3 premiums of \$4,930.00.

4 48. As a direct and proximate result of Defendants' conduct, Plaintiff has
5 suffered damages in an amount to be proven at trial, including rest period
6 premiums totaling at least \$13,180.00, plus interest.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay All Wages Upon Termination; Waiting Time Penalties**

9 **(Labor Code §§ 201, 202, 203, 227.3)**

10 **(Against All Defendants)**

11 49. Plaintiff re-alleges and incorporates by reference each and every
12 allegation contained in the preceding paragraphs as though fully set forth herein.

13 50. Under Labor Code section 201, wages earned by an employee who
14 is discharged are due and payable immediately.

15 51. Under Labor Code section 227.3, accrued vacation or paid time off
16 ("PTO") vests as it is earned and must be paid out upon termination.

17 52. Plaintiff accrued PTO at a rate of 10 days per 12 months of
18 employment during both periods of employment. During the Second Employment
19 Period, 3 of Plaintiff's accrued PTO days were used for illness after her separate
20 sick day entitlement was exhausted.

21 53. During the First Employment Period (approximately 15.2 months),
22 Plaintiff accrued approximately 12.7 days of PTO at a daily rate of \$150.00,
23 totaling \$1,905.00 in unpaid PTO.

24 54. During the Second Employment Period (approximately 7.9 months),
25 Plaintiff accrued approximately 6.6 days of PTO at a daily rate of \$243.60. Of
26 those 6.6 days, 3 were used for illness after Plaintiff's sick day entitlement was
27 exhausted, leaving approximately 3.6 days of unused, accrued PTO totaling
28 \$876.96.

1 55. Defendants failed to pay Plaintiff her final wages, including accrued
2 PTO, upon either separation from employment.

3 56. Pursuant to Labor Code section 203, Plaintiff is entitled to waiting
4 time penalties equal to her daily rate of wages for each day that final wages
5 remain unpaid, up to a maximum of 30 days.

6 57. For the First Separation (September 20, 2023), Plaintiff's daily rate
7 was \$150.00, entitling her to waiting time penalties of \$4,500.00.

8 58. For the Second Separation (October 31, 2025), Plaintiff's daily rate
9 was \$243.60, entitling her to waiting time penalties of \$7,308.00.

10 59. As a direct and proximate result of Defendants' conduct, Plaintiff has
11 suffered damages in an amount to be proven at trial, including unpaid PTO of at
12 least \$2,781.96 and waiting time penalties of at least \$11,808.00, plus interest.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Provide Written Notice at Time of Hire**

15 **(Labor Code § 2810.5)**

16 **(Against All Defendants)**

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

19 61. Labor Code section 2810.5, the Wage Theft Prevention Act, requires
20 employers to provide non-exempt employees with a written notice at the time of
21 hiring containing: the rate(s) of pay and basis thereof; allowances claimed as part
22 of minimum wage; the regular payday; the name, address, and telephone
23 number of the employer; paid sick leave information; and other information
24 required by the Labor Commissioner.

25 62. Defendants failed to provide Plaintiff with the written notice required
26 under Labor Code section 2810.5 at the commencement of either period of
27 employment.
28

63. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

**Failure to Provide Notice of Change in Relationship
(California Unemployment Insurance Code § 1089)
(Against All Defendants)**

64. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

65. California Unemployment Insurance Code section 1089 requires employers to give employees written notice immediately upon discharge, layoff, or change in employment status.

66. Upon terminating Plaintiff's employment, Defendants failed to provide her with the required written notice of change in relationship, along with the required DE 2320 pamphlet ("For Your Benefit: California's Programs for the Unemployed").

67. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

**Failure to Reimburse Business Expenses
(Labor Code § 2802)
(Against All Defendants)**

68. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

69. Under Labor Code section 2802, employers must reimburse employees for all necessary expenditures incurred in direct consequence of their duties.

1 70. Defendants required Plaintiff to use her personal cell phone for work
2 purposes, including participating in a group chat for work-related
3 communications.

4 71. Defendants failed to reimburse Plaintiff for the cost of using her
5 personal cell phone for work purposes.

6 72. The estimated value of this unreimbursed expense is approximately
7 \$5.00 per pay period, totaling approximately \$500.00 over the course of Plaintiff's
8 employment (100 pay periods × \$5.00).

9 73. As a direct and proximate result of Defendants' conduct, Plaintiff has
10 suffered damages in an amount to be proven at trial, including at least \$500.00 in
11 unreimbursed business expenses, plus interest.

12 **EIGHTH CAUSE OF ACTION**

13 **Unfair Business Practices**

14 **(Business and Professions Code §§ 17200 et seq.)**

15 **(Against All Defendants)**

16 74. Plaintiff re-alleges and incorporates by reference each and every
17 allegation contained in the preceding paragraphs as though fully set forth herein.

18 75. Business and Professions Code section 17200 prohibits any
19 "unlawful, unfair or fraudulent business act or practice."

20 76. Defendants engaged in unlawful, unfair, and fraudulent business
21 acts and practices by, among other things:

22 a. Failing to register as employers with the California Employment
23 Development Department;

24 b. Failing to report Plaintiff's wages to the EDD as required by California
25 Unemployment Insurance Code section 1088;

26 c. Failing to pay unemployment insurance taxes as required by California
27 Unemployment Insurance Code sections 976, 1088, and 1735;

1 d. Failing to pay overtime wages in violation of Labor Code sections 510,
2 1194, and 1198;

3 e. Failing to provide meal and rest periods in violation of Labor Code
4 sections 226.7 and 512;

5 f. Failing to pay all wages upon termination in violation of Labor Code
6 sections 201, 202, and 227.3;

7 g. Failing to provide written notice at hire in violation of Labor Code section
8 2810.5;

9 h. Failing to provide notice of change in relationship in violation of
10 Unemployment Insurance Code section 1089; and

11 i. Failing to reimburse necessary business expenses in violation of Labor
12 Code section 2802.

13 77. Defendants' violations of the California Unemployment Insurance
14 Code constitute unlawful business practices within the meaning of Business and
15 Professions Code section 17200. These violations deprived Plaintiff of
16 unemployment insurance benefits to which she would otherwise have been
17 entitled. In addition, Defendants' systematic failure to provide compliant meal and
18 rest periods, and their failure to pay the corresponding premium wages required
19 by Labor Code section 226.7, constitute unlawful and unfair business acts and
20 practices within the meaning of Business and Professions Code section 17200.
21 Each day on which Defendants failed to provide a compliant meal or rest period,
22 and failed to pay the resulting premium wage, constitutes a separate unlawful
23 and unfair business practice. Plaintiff expressly pleads her meal and rest period
24 premium wage claims as violations of Business and Professions Code section
25 17200 et seq. to invoke the four-year statute of limitations applicable to UCL
26 claims. This four-year period encompasses the entirety of both the First
27 Employment Period (June 14, 2022 through September 20, 2023) and the
28 Second Employment Period (March 6, 2025 through October 31, 2025),

1 preserving Plaintiff's right to seek restitution of all unpaid meal and rest period
2 premium wages across both periods of employment in their entirety.

3 78. As a direct and proximate result of Defendants' unlawful business
4 practices, Plaintiff has lost money or property, including but not limited to: (a)
5 unemployment insurance benefits that she would have received but for
6 Defendants' failure to comply with the Unemployment Insurance Code; and (b)
7 meal and rest period premium wages of at least \$13,180.00 that Defendants
8 failed to pay in violation of Labor Code section 226.7 across both periods of
9 employment.

10 79. Plaintiff has been deprived of unemployment insurance benefits at
11 the rate of up to \$450.00 per week since her termination on October 31, 2025,
12 and continuing until such time as she obtains new employment or exhausts her
13 entitlement to benefits. As of the filing of this Complaint, Plaintiff has been
14 deprived of substantial unemployment benefits.

15 80. Pursuant to Business and Professions Code section 17203, Plaintiff
16 is entitled to restitution of all money or property that Defendants may have
17 acquired by means of their unfair competition, including: (a) the unemployment
18 insurance benefits of which Plaintiff was deprived; and (b) all unpaid meal and
19 rest period premium wages of at least \$13,180.00 representing the full value of
20 premiums owed across both periods of employment in their entirety, plus interest
21 on all amounts.

22 81. Plaintiff is further entitled to injunctive relief to prevent Defendants
23 from continuing their unlawful business practices.

24 **NINTH CAUSE OF ACTION**

25 **Negligence**

26 **(Against All Defendants)**

27 82. Plaintiff re-alleges and incorporates by reference each and every
28 allegation contained in the preceding paragraphs as though fully set forth herein.

1 83. Defendants owed Plaintiff a duty of care to comply with all applicable
2 employment laws, including the duty to register as employers with the California
3 Employment Development Department, to report Plaintiff's wages to the EDD,
4 and to pay unemployment insurance taxes as required by California
5 Unemployment Insurance Code sections 976, 1088, and 1735.

6 84. This duty arose from Defendants' status as Plaintiff's employers and
7 from the statutory obligations imposed upon employers by the California
8 Unemployment Insurance Code.

9 85. Defendants breached their duty of care by failing to register as
10 employers with the EDD, failing to report Plaintiff's wages, and failing to pay
11 unemployment insurance taxes throughout both periods of Plaintiff's
12 employment.

13 86. Defendants knew or should have known that their failure to comply
14 with the Unemployment Insurance Code would result in Plaintiff being ineligible
15 for unemployment insurance benefits in the event of her termination.

16 87. Defendants' breach of their duty of care was a substantial factor in
17 causing Plaintiff's damages.

18 88. As a direct and proximate result of Defendants' negligence, Plaintiff
19 has been deprived of unemployment insurance benefits to which she would
20 otherwise have been entitled following her termination on October 31, 2025.

21 89. Plaintiff has suffered and continues to suffer damages in the form of
22 lost unemployment insurance benefits at the rate of up to \$450.00 per week, in
23 an amount to be proven at trial.

24 **TENTH CAUSE OF ACTION**

25 **Negligence Per Se**
26 **(Against All Defendants)**

27 90. Plaintiff re-alleges and incorporates by reference each and every
28 allegation contained in the preceding paragraphs as though fully set forth herein.

1 91. California Unemployment Insurance Code section 976 requires
2 employers to pay unemployment insurance contributions on wages paid to
3 employees.

4 92. California Unemployment Insurance Code section 1088 requires
5 employers to report wages paid to employees to the Employment Development
6 Department.

7 93. California Unemployment Insurance Code section 1735 imposes
8 penalties on employers who fail to file required reports or pay required
9 contributions.

10 94. Defendants violated these statutory provisions by failing to register
11 as employers with the EDD, failing to report Plaintiff's wages, and failing to pay
12 unemployment insurance taxes.

13 95. The purpose of these statutes is to ensure that employees are
14 protected by the unemployment insurance system and are able to receive
15 benefits when they become unemployed through no fault of their own.

16 96. Plaintiff is a member of the class of persons these statutes were
17 designed to protect, namely, employees who may become eligible for
18 unemployment insurance benefits.

19 97. The harm Plaintiff suffered—deprivation of unemployment insurance
20 benefits—is the type of harm these statutes were designed to prevent.

21 98. Defendants' violation of the Unemployment Insurance Code
22 establishes a presumption of negligence, which Defendants have not and cannot
23 rebut.

24 99. As a direct and proximate result of Defendants' negligence per se,
25 Plaintiff has been deprived of unemployment insurance benefits to which she
26 would otherwise have been entitled following her termination on October 31,
27 2025.

1 100. Plaintiff has suffered and continues to suffer damages in the form of
2 lost unemployment insurance benefits at the rate of up to \$450.00 per week, in
3 an amount to be proven at trial.

4 **ELEVENTH CAUSE OF ACTION**

5 **Civil Penalties Under PAGA**

6 **(Labor Code §§ 2698 et seq.)**

7 **(Against All Defendants)**

8 101. Plaintiff re-alleges and incorporates by reference each and every
9 allegation contained in the preceding paragraphs as though fully set forth herein.

10 102. The Private Attorneys General Act of 2004 ("PAGA"), Labor Code
11 sections 2698 et seq., authorizes aggrieved employees to bring civil actions to
12 recover civil penalties for Labor Code violations on behalf of themselves and
13 other current and former employees.

14 103. Plaintiff is an "aggrieved employee" within the meaning of Labor
15 Code section 2699(c) because she was employed by Defendants and because
16 she personally experienced the Labor Code violations alleged herein.

17 104. Plaintiff has complied with the administrative requirements of Labor
18 Code section 2699.3 by providing written notice to the LWDA and to Defendants
19 of the specific Labor Code violations alleged herein.

20 105. More than 65 days have elapsed since Plaintiff's PAGA notice was
21 submitted to the LWDA, and the LWDA has not investigated or cited Defendants
22 for the alleged violations.

23 106. Defendants committed violations of the following provisions of the
24 Labor Code, among others:

- 25 a. Labor Code sections 510, 1194, and 1198 (overtime wages);
26 b. Labor Code sections 226.7 and 512 (meal periods);
27 c. Labor Code section 226.7 (rest periods);
28

1 d. Labor Code sections 201, 202, 203, and 227.3 (timely pay wages
2 upon termination);

3 e. Labor Code section 2810.5 (provide written notice at hire); and

4 f. Labor Code section 2802 (reimburse necessary business
5 expenses).

6 107. Pursuant to Labor Code section 2699(f), the civil penalty for each
7 violation is \$100.00 per employee per pay period for initial violations and \$200.00
8 per employee per pay period for subsequent violations. For violations involving
9 malicious, fraudulent, or oppressive conduct, the penalty is \$200.00 per pay
10 period.

11 108. Plaintiff worked for approximately 100 pay periods during her two
12 periods of employment with Defendants (66 weekly pay periods during the First
13 Employment Period and 34 weekly pay periods during the Second Employment
14 Period).

15 109. Pursuant to Labor Code section 2699(i), 65% of any civil penalties
16 recovered shall be distributed to the Labor and Workforce Development Agency,
17 and 35% shall be distributed to the aggrieved employees.

18 110. Plaintiff is entitled to recover civil penalties on behalf of herself and
19 the State of California for Defendants' violations of the Labor Code.

20 111. Plaintiff is further entitled to injunctive relief pursuant to Labor Code
21 section 2699(e)(1) and reasonable attorney's fees and costs pursuant to Labor
22 Code section 2699(g)(1).

23 **TWELFTH CAUSE OF ACTION**

24 **Intentional Interference with Prospective Economic Advantage**

25 (Against All Defendants)

26 112. Plaintiff re-alleges and incorporates by reference each and
27 every allegation contained in the preceding paragraphs as though fully set forth
28 herein.

1 113. At all relevant times, Plaintiff had an existing economic
2 relationship with the State of California through the California Unemployment
3 Insurance program, administered by the Employment Development Department
4 (“EDD”), containing the probability of future economic benefit to Plaintiff. As an
5 employee whose wages should have been reported and upon whose wages
6 unemployment insurance taxes should have been paid, Plaintiff possessed a
7 legally cognizable expectancy in receiving unemployment insurance benefits
8 upon termination of her employment. California courts have recognized
9 unemployment insurance benefits as a protectable property interest, not merely a
10 hope or expectancy.

11 114. As Plaintiff’s employers, Defendants knew of Plaintiff’s
12 economic relationship with the State and knew that compliance with the
13 California Unemployment Insurance Code would have entitled Plaintiff to receive
14 unemployment insurance benefits upon termination of her employment.

15 115. Defendants engaged in intentional acts designed to disrupt
16 Plaintiff’s economic relationship with the State, specifically: (a) willfully failing to
17 register as employers with the EDD; (b) willfully failing to report Plaintiff’s wages
18 to the EDD as required by Unemployment Insurance Code section 1088; and (c)
19 willfully failing to pay unemployment insurance contributions as required by
20 Unemployment Insurance Code section 976. Defendants engaged in this
21 deliberate conduct across two separate and distinct periods of employment
22 spanning more than three years, demonstrating a sustained pattern of willful non-
23 compliance.

24 116. Defendants’ conduct was independently wrongful, constituting
25 violations of California Unemployment Insurance Code sections 976, 1088, and
26 1735, which independently render their conduct tortious beyond the interference
27 itself. Violations of state law constitute independently wrongful conduct sufficient
28

1 to satisfy the independent wrongfulness requirement for intentional interference
2 with prospective economic advantage under California law.

3 117. As a direct and proximate result of Defendants' intentional and
4 wrongful conduct, Plaintiff's economic relationship with the State was actually
5 disrupted. Upon her termination on October 31, 2025, Plaintiff was rendered
6 ineligible for unemployment insurance benefits to which she would otherwise
7 have been entitled, because Defendants' failure to register and report wages
8 eliminated the employment record necessary to establish benefit eligibility with
9 the EDD.

10 118. As a direct and proximate result of Defendants' conduct,
11 Plaintiff has suffered economic damages, including lost unemployment insurance
12 benefits at a rate of up to \$450.00 per week for up to 26 weeks, totaling up to
13 \$11,700.00, in an amount to be proven at trial.

14 119. Defendants' conduct was malicious, fraudulent, or oppressive
15 within the meaning of California Civil Code section 3294, entitling Plaintiff to
16 punitive damages. Defendants knew that their failure to register and report
17 wages was unlawful. Notwithstanding that knowledge, Defendants deliberately
18 maintained their non-compliant status across two separate periods of
19 employment spanning more than three years, directly resulting in Plaintiff being
20 denied unemployment benefits following a discriminatory termination in which
21 Defendants stated they wanted someone younger. This willful and sustained
22 course of conduct demonstrates the malice and conscious disregard for Plaintiff's
23 rights required to support an award of punitive damages.

24 120. As a direct and proximate result of Defendants' intentional
25 interference, Plaintiff has suffered and continues to suffer damages in an amount
26 to be proven at trial.

27 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays for judgment against Defendants, and
2 each of them, as follows:

3 **On the First Cause of Action (Unpaid Overtime Wages):**

4 a. Unpaid overtime wages in an amount to be proven at trial, but not less
5 than \$728.63;

6 b. Interest thereon at the legal rate;

7 c. Reasonable attorney's fees and costs pursuant to Labor Code section
8 1194; and

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

10 **On the Second Cause of Action (Meal Period Violations):**

11 a. Meal period premiums in an amount to be proven at trial, but not less
12 than \$13,180.00;

13 b. Interest thereon at the legal rate; and

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

15 **On the Third Cause of Action (Rest Period Violations):**

16 a. Rest period premiums in an amount to be proven at trial, but not less
17 than \$13,180.00;

18 b. Interest thereon at the legal rate; and

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

20 **On the Fourth Cause of Action (Waiting Time Penalties):**

21 a. Unpaid wages, including accrued PTO, in an amount to be proven at
22 trial, but not less than \$2,781.96;

23 b. Waiting time penalties in an amount to be proven at trial, but not less
24 than \$11,808.00;

25 c. Interest thereon at the legal rate; and

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

27 **On the Fifth Cause of Action (Failure to Provide Written Notice at Hire):**

28 a. Statutory penalties as provided by law;

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

2 **On the Sixth Cause of Action (Failure to Provide Notice of Change in**
3 **Relationship):**

4 a. Statutory penalties as provided by law;

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

6 **On the Seventh Cause of Action (Unreimbursed Business Expenses):**

7 a. Unreimbursed business expenses in an amount to be proven at trial, but
8 not less than \$500.00;

9 b. Interest thereon at the legal rate; and

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

11 **On the Eighth Cause of Action (Unfair Business Practices):**

12 a. Restitution of all money or property acquired by Defendants through
13 their unfair competition, including but not limited to: (i) lost unemployment
14 insurance benefits in an amount to be proven at trial; and (ii) unpaid meal and
15 rest period premium wages of at least \$13,180.00 for both periods of
16 employment in their entirety, pursuant to the four-year limitations period under
17 Business and Professions Code section 17200 et seq.;

18 b. Injunctive relief;

19 c. Interest thereon at the legal rate; and

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

21
22 **On the Ninth Cause of Action (Negligence):**

23 a. Compensatory damages, including lost unemployment insurance
24 benefits, in an amount to be proven at trial;

25 b. Interest thereon at the legal rate; and

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

27 **On the Tenth Cause of Action (Negligence Per Se):**
28

- 1 a. Compensatory damages, including lost unemployment insurance
2 benefits, in an amount to be proven at trial;
3 b. Interest thereon at the legal rate; and
4 c. Such other and further relief as the Court deems just and proper.

5 **On the Eleventh Cause of Action (PAGA Civil Penalties):**

- 6 a. Civil penalties as provided by Labor Code section 2699(f);
7 b. Injunctive relief pursuant to Labor Code section 2699(e)(1);
8 c. Reasonable attorney's fees and costs pursuant to Labor Code section
9 2699(g)(1); and
10 d. Such other and further relief as the Court deems just and proper.

11 **On the Twelfth Cause of Action (Intentional Interference with Prospective
12 Economic Advantage):**

- 13 a. Compensatory damages, including lost unemployment insurance
14 benefits of up to \$11,700.00, in an amount to be proven at trial;
15 b. Punitive damages pursuant to Civil Code section 3294 in an amount
16 sufficient to punish Defendants for their malicious and willful conduct and to deter
17 similar conduct;
18 c. Interest thereon at the legal rate; and
19 d. Such other and further relief as the Court deems just and proper.
20

21 **On All Causes of Action:**

- 22 a. Costs of suit incurred herein; and
23 b. Such other and further relief as the Court deems just and proper.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands a trial by jury on all issues so triable.

26
27 Dated: March 19, 2026
28

1 Respectfully submitted,

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3

4 /s/ Michael D. Mahon

5 Michael D. Mahon, SBN 207578

6 Attorney for Plaintiff

7 ANNEKES HERRERA DELGADO
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