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ALMA MENDEZ GARCIA, and all others similarly situated

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

ALMA MENDEZ GARCIA, on behalf of
herself and all others similarly situated, and the
general public, and as an "Aggrieved
Employee" on behalf of other "Aggrieved
Employees" under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

ALL SEASONS, LLC; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: 26CV012656

CLASS ACTION**COMPLAINT FOR:**

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (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) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab Code §§ 2698, et seq.); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, ALMA MENDEZ GARCIA (hereafter “Plaintiff”), on behalf of herself and
2 all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against ALL
7 SEASONS, LLC and DOES 1 to 25, inclusive (“ALL SEASONS” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 her and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages during and upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
22 this class and representative action.

23 **II. THE PARTIES**

24 3. Plaintiff ALMA MENDEZ GARCIA is a resident of California. At all relevant
25 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
26 Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code
27 Section 2699(c).

28 4. At all times mentioned herein, Defendant ALL SEASONS, LLC is and was a

1 California limited liability company, with its principal place of business at 8731 Central Ave.,
2 Orangevale, CA 95662, and which employed Plaintiff. As such, it is a citizen of California
3 based on Plaintiff's information and belief.

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

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

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
22 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendant
3 employed at any of its locations in California as hourly, non-exempt employees, at any time
4 during the period beginning four years prior to the filing of this action and ending on the date
5 that final judgment is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendant failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendant failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendant failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendant failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendant knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendant willfully failed to provide the class with timely
28 wages during and upon termination of employment;

1 G. Whether Defendant engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendant may have acquired from them through alleged Labor Code violations.

5 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
7 practice, or lack thereof, which resulted in Defendant failing to comply with the California
8 Labor Code, the Wage Order, and the Business and Professions Code.

9 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
10 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
11 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
12 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
13 interests of Class Members.

14 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
15 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
16 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
17 on behalf of Plaintiff and absent Class Members.

18 17. **Superiority:** A class action is vastly superior to other available means for fair
19 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
20 the Court. Class action treatment will allow a number of similarly situated persons to
21 simultaneously and efficiently prosecute their common claims in a single forum without the
22 unnecessary duplication of effort and expense that numerous individual actions would entail.
23 In addition, the monetary amounts due to many individual Class Members are likely to be
24 relatively small and would thus make it difficult, if not impossible, for individual Class
25 Members to both seek and obtain relief. Moreover, a class action will serve an important
26 public interest by permitting Class Members to effectively pursue the recovery of monies
27 owed to them. Further, a class action will prevent the potential for inconsistent or
28 contradictory judgments inherent in individual litigation.

1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “all persons employed in the public housekeeping
3 industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1.
4 “Public Housekeeping Industry” includes “...homes for the aged, and similar establishments
5 offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child
6 care..” (Id., §§ 1 & 2(P)(4).) At all relevant times during the applicable limitations period,
7 ALL SEASONS operated a residential assisted living facility. Accordingly, Plaintiff and the
8 Class Members are entitled to the protections provided under the Wage Order.

9 19. ALL SEASONS first employed Plaintiff as a caregiver/medical technician on
10 or around March 29, 2025 to work at its residential assisted living facility located at 9470
11 Golden Gate Ave, Orangevale, CA 95662. Plaintiff generally worked three to four days per
12 week from 6:00 p.m. to 6:00 a.m. Plaintiff’s employment ended on or around November 29,
13 2025.

14 20. At all relevant times, ALL SEASONS issued wages to Plaintiff and all of the
15 other Class Members on a biweekly basis and paid them by the hour. At all relevant times,
16 ALL SEASONS classified Plaintiff and all of the other Class Members as non-exempt
17 employees entitled to the protections of the Labor Code and the Wage Order. Plaintiff’s latest
18 rate of pay was approximately \$18.50 per hour.

19 21. ALL SEASONS failed to pay Plaintiff and the other Class Members for
20 all time worked or subject to its control. Plaintiff and the other Class Members consistently
21 worked “off the clock” in that the company had a policy and practice of rounding down work
22 hours and “time shaving” which led to Plaintiff and others not being paid for all hours worked,
23 which would include the minimum wage. In addition, ALL SEASONS management has
24 instructed Plaintiff to continue working after she had already clocked out at the end of her shift
25 to assist the next shift, including helping patients with tasks such as changing clothes.
26 Moreover, to the extent employees such as Plaintiff and others worked through their meal
27 periods and those meal periods were interrupted, they were not compensated for that time,
28 which would be akin to a minimum wage violation.

1 22. Due to the above “off the clock” violations, ALL SEASONS failed to pay
2 Plaintiff and the Class Members properly-calculated overtime wages. The Class Members’
3 actual work hours, which included the “off the clock” work as described above, entitled them
4 to overtime, however, it was not company policy to keep accurate track of all hours worked
5 and to pay employees the accurate amount of overtime, especially since the “off the clock”
6 work was not factored into the equation. Furthermore, any incentive payments and/or bonus
7 payments were not factored into employees’ regular rate of pay for purposes of deciphering
8 the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not
9 factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood*
10 *Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

11 23. ALL SEASONS failed to authorize and permit Plaintiff and others to take 10-
12 minute rest periods for every four hours of work, or majority portion thereof, throughout their
13 employment. Throughout her employment, Plaintiff never took rest breaks as she was alone
14 and the facility was understaffed, leaving no one available to relieve her from her duties. As
15 such, the culture as well as the policies and procedures of ALL SEASONS did not lend itself
16 to the employees receiving consistent statutory rest breaks wherein they were relieved of all
17 work duties. The environment at ALL SEASONS was not conducive to receiving multiple
18 statutory rest breaks under California law and timely, statutory rest breaks were not authorized
19 or enforced.

20 24. ALL SEASONS failed to provide Plaintiff and the other Class Members
21 the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
22 throughout their employment. The latter was due to the workload and understaffing.
23 Throughout her employment, Plaintiff was not provided meal periods, including the
24 opportunity to eat alongside residents, and did not have the opportunity to take even a few
25 uninterrupted minutes to eat during her shifts. Like the rest breaks, receiving a thirty-minute
26 uninterrupted and timely meal break was not part of the company culture and was not enforced
27 by ALL SEASONS. Consequently, it was the normal practice and custom of ALL SEASONS
28 not to authorize, permit, and enforce timely statutory meal periods.

1 25. If ALL SEASONS had Plaintiff sign a meal period waiver, it would not be
2 valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift.
3 Even if Plaintiff and others' shifts were less than 6 hours, Plaintiff did not sign a meal period
4 waiver wherein she was able to revoke the agreement. If ALL SEASONS had Plaintiff sign an
5 on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods, it
6 would be invalid and unenforceable because the nature of Plaintiff's job does not and did not
7 prevent her from taking a meal period and the company could have hired additional staff to
8 relieve Plaintiff of her job duties so that she can actually take a timely, uninterrupted meal
9 period. Moreover, any such "on duty" meal period agreement did not allow Plaintiff and
10 others to revoke such an agreement even if it was signed. As such, Plaintiff and others did not
11 receive statutory, timely meal periods during their employment. To the extent that ALL
12 SEASONS argues that employees receive meal break premium pay for missed meal periods,
13 that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for
14 the violations themselves, irrespective of whether an employee received the premium payment
15 for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the
16 Court stated, "section 226.7 does not give employers a lawful choice between providing either
17 meal and rest breaks or an additional hour of pay." *See Kirby v. Immoos Fire Protection, Inc.*,
18 (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not
19 excuse the violation; the employer has still committed a violation even if the remedy for the
20 violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL
21 1110302 at *4). As such, the work environment and culture at ALL SEASONS was not
22 conducive to receiving consistent, timely, statutory meal breaks under California law.
23 Moreover, any meal or rest break premiums paid were not compensated at the weighted
24 average regular rate, inclusive of bonuses and/or incentive payments as well as overtime
25 compensation.

26 26. ALL SEASONS failed to reimburse Plaintiff and the other Class Members
27 for business expenses they incurred in direct consequence of the discharge of their duties. ALL
28 SEASONS required Plaintiff and the Class Members to use their own personal cell phones to

1 communicate with management concerning work matters. However, ALL SEASONS did not
2 provide Plaintiff and the others with mobile phones and did not reimburse Plaintiff and the
3 other Class Members for these mobile phone expenses. Accordingly, ALL SEASONS was in
4 violation of California Labor Code sections 2800 and 2802.

5 27. ALL SEASONS failed to pay its employees all wages due to them within any
6 time period specified by California Labor Code section 204, including the minimum wages
7 and overtime as described above as well as meal/rest break premiums.

8 28. ALL SEASONS did not provide Plaintiff and the other Class Members
9 accurate, itemized wage statements. Wage statements must include, among other things, total
10 hours worked by the employee. Labor Code § 226(a)(2). ALL SEASONS issued wage
11 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
12 number of hours worked at each hourly rate because of ALL SEASONS's failure to properly
13 pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). ALL SEASONS's
14 failure to maintain accurate records as to the hours worked daily by employees also constitutes
15 a violation of Labor Code section 1174(d).

16 29. Finally, because ALL SEASONS did not properly pay all wages earned as
17 explained herein, ALL SEASONS also failed to pay final wages owed to Plaintiff and the
18 other Class Members in violation of Labor Code section 203. These earned but unpaid wages
19 include minimum wages and compensation for all hours worked, overtime compensation,
20 premium pay for missed meal and rest breaks, and business expense reimbursement, among
21 others.

22 30. ALL SEASONS has also violated Labor Code section 558 and engaged in
23 business practices which violate Business and Professions Code Section 17200.

24 31. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
25 unlawful practices and policies, Plaintiff and the Class Members were:

26 A. Not provided with all off duty meal periods;

27 B. Not authorized and permitted to take all rest break periods;

28

1 C. Not paid one hour's pay for each workday in which Defendant failed to
2 authorize and permit them to take one or more timely rest periods;

3 D. Not paid one hour's pay for each workday in which Defendant failed to
4 provide them with one or more timely meal periods;

5 E. Not paid all wages earned, including, but not limited to, minimum,
6 regular, overtime, and doubletime wages for work performed while clocked out;

7 F. Not indemnified for all necessary business expenditures incurred during
8 the discharge of their duties;

9 G. Not provided with accurate and complete wage statements; and

10 H. Not timely paid all earned and unpaid wages during employment and at
11 the time their employment ended.

12 **FIRST CAUSE OF ACTION**

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

14 **AT THE CORRECT RATES OF PAY**

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

16 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

17 32. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

18 33. At all relevant times, Plaintiff and the Class Members have been employees of
19 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
20 1197, and 1198, and the Wage Order.

21 34. Section 2(K) of the Wage Order defines "hours worked" as "the time during
22 which an employee is subject to the control of an employer, and includes all the time the
23 employee is suffered or permitted to work, whether or not required to do so."

24 35. Section 3 of the Wage Order states:

25 **(A) Daily Overtime - General Provisions**

26 (1) The following overtime provisions are applicable to
27 employees 18 years of age or over and to employees 16 or
28 17 years of age who are not required by law to attend
school and are not otherwise prohibited by law from
engaging in the subject work. Such employees shall not

1 be employed more than eight (8) hours in any workday or
2 more than 40 hours in any workweek unless the employee
3 receives one and one-half (1 ½) times such employee's
4 regular rate of pay for all hours worked over 40 hours in
5 the workweek. Eight (8) hours of labor constitutes a day's
6 work. Employment beyond eight (8) hours in any
7 workday or more than six (6) days in any workweek is
8 permissible provided the employee is compensated for
9 such overtime at not less than:

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

16 (b) Double the employee's regular rate of pay for
17 all hours worked in excess of 12 hours in any
18 workday and for all hours worked in excess of
19 eight (8) hours on the seventh (7th) consecutive
20 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
25 (1/40) of the employee's weekly salary.

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

37. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours
in one workday and any work in excess of 40 hours in any one workweek and
the first eight hours worked on the seventh day of work in any one workweek
shall be compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12 hours in one day
shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any 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.

1 38. California Labor Code § 1194 invalidates any agreement between an employer
2 and an employee to work for less than the minimum wage required under the applicable Wage
3 Order.

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

7 40. California Labor Code § 1198 makes it unlawful for an employer to employ an
8 employee under conditions that violate the Wage Order.

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

14 42. With respect to overtime wages, the regular rate of pay under California law
15 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
16 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
17 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
18 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
19 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
20 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

21 43. As described above, at all relevant times during the applicable limitations
22 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
23 including, but not limited to minimum, regular, overtime and doubletime wages for all
24 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
25 correct rates of pay.

26 44. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
27 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
28 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct

1 rates of pay as required by California law.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST BREAKS**

4 **(Lab. Code §§ 226.7 and 1198)**

5 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

7 46. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class Members have been employees of Defendant and entitled to the benefits and protections
9 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

10 47. In relevant part, Labor Code § 1198 states,

11 “The maximum hours of work and the standard conditions of labor
12 fixed by the commission shall be the maximum hours of work and the
13 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.”

14 48. In relevant part, Section 12 of the Wage Order states:

15 Rest Periods:

16 (A) Every employer shall authorize and permit all employees
17 to take rest periods, which insofar as practicable shall be in the
18 middle of each work period. The authorized rest period time
19 shall be based on the total hours worked daily at the rate often
20 (10) minutes net rest time per four (4) hours or major fraction
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.

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

26 49. In addition, Labor Code Section 226.7 states

27 (b) An employer shall not require an employee to work during a
28 meal or rest or recovery period mandated pursuant to an applicable
statute, or applicable regulation, standard, or order of the Industrial

1 Welfare Commission, the Occupational Safety and Health Standards
2 Board, or the Division of Occupational Safety and Health.

3 (c) If an employer fails to provide an employee a meal or rest or
4 recovery period in accordance with a state law, including, but not
5 limited to, an applicable statute or applicable regulation, standard, or
6 order of the Industrial Welfare Commission, the Occupational Safety
7 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.

8 50. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
9 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
10 major fraction thereof.

11 51. Defendant intentionally failed to authorize and permit Plaintiff and the Class
12 Members to take all 10-minute rest periods free from any work duties in accordance with the
13 Wage Order.

14 52. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
15 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
16 wages to Plaintiff and the Class Members for days on which they failed to authorize and
17 permit Plaintiff and the other Class Members to take timely rest periods.

18 53. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
19 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
20 major fraction thereof. Defendant did not seek an exemption from the rest period protections
21 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
22 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
23 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
24 major fraction thereof.

25 54. Plaintiff is informed and believes and thereon alleges that, at all relevant times
26 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
27 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
28 take all rest breaks required by California law.

1 55. Defendant failed to provide Plaintiff with all required rest breaks in
2 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
3 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
4 lack of a policy which resulted in Defendant not providing the Class Members with all rest
5 breaks required by California law.

6 56. Defendant failed to pay Plaintiff the additional wages required by California
7 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes
8 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
9 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
10 providing the Class Members with additional wages for all rest breaks not provided to them as
11 required by California Labor Code § 226.7.

12 57. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
13 have suffered damages in amounts subject to proof to the extent they were not paid additional
14 wages owed for all rest breaks not provided to them.

15 58. By reason of the above, Plaintiff and the Class Members are entitled to
16 premium wages for workdays in which one or more rest breaks were not provided to them
17 pursuant to California Labor Code § 226.7.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Lab. Code §§ 226.7, 512, and 1198)**

21 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

23 60. At all relevant times during the applicable limitations period, Plaintiff and the
24 Class Members have been employees of Defendant and entitled to the benefits and protections
25 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

26 61. In relevant part, Labor Code § 1198 states,
27 “The maximum hours of work and the standard conditions of labor
28 fixed by the commission shall be the maximum hours of work and the
 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.”

62. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

63. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

64. In relevant part, California Labor Code § 226.7 states:

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

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one

1 additional hour of pay at the employee's regular rate of
2 compensation for each work day that the meal or rest
period is not provided.

3 65. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
4 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
5 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
6 512, they were also entitled to a second 30-minute meal period when they worked more than
7 ten (10) hours in a workday.

8 66. As described above, Defendant intentionally failed to provide Plaintiff and the
9 Class Members with all required 30-minute duty free meal periods in accordance with the
10 Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they
11 failed to provide Plaintiff and the other Class Members with timely meal periods.

12 67. Plaintiff is informed and believes and thereon alleges that, at all relevant times
13 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
14 which resulted in Defendant not providing Plaintiff and the Class Members with all timely and
15 off-duty meal periods required by California law.

16 68. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
17 have suffered damages in amounts subject to proof to the extent they were not paid additional
18 wages owed for all meal periods not provided to them.

19 69. By reason of the above, Plaintiff and the Class Members are entitled to
20 premium wages for workdays in which one or more meal periods were not provided to them
21 pursuant to California Labor Code § 226.7.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO INDEMNIFY**

24 **(Lab. Code §§ 1198 & 2802)**

25 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

27 71. At all relevant times, Plaintiff and the Class Members were employees of
28 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and

1 2802, and the Wage Order.

2 72. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
3 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
4 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

5
6 (A) When uniforms are required by the employer to be worn by the employee as
7 a condition of employment, such uniforms shall be provided and maintained by
8 the employer.

9 ...

10 (B) When tools or equipment are required by the employer or are necessary to
11 the performance of a job, such tools and equipment shall be provided and
12 maintained by the employer, except that an employee whose wages are at least
13 two (2) times the minimum wage provided herein may be required to provide
14 and maintain hand tools and equipment customarily required by the particular
15 trade or craft in conformity with Labor Code Section 2802.

16 Wage Order, § 9(A) and (B).

17 73. California Labor Code § 1198 prohibits employers from employing their
18 employees under conditions prohibited by the Wage Order.

19 74. As described above, at all relevant times, Defendant required Plaintiff and the
20 Class Members to incur certain business expenses in the course of performing their duties,
21 including but not limited to use of their own personal mobile phones. However, Defendant did
22 not provide company phones and did not reimburse Plaintiff and the Class Members for these
23 business expenses.

24 75. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant’s
26 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
27 during the course of performing their duties.

28 76. Accordingly, with respect to this cause of action, on behalf of herself and the
Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

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1 **FIFTH CAUSE OF ACTION**

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

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

4 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

6 78. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
7 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
8 itemized statement showing:

9 A. Gross wages earned;

10 B. Total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

13 C. The number of piece rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis;

15 D. All deductions, provided that all deductions made on written orders of the
16 Employee may be aggregated and shown as one item;

17 E. Net wages earned;

18 F. The inclusive dates of the period for which the employee is paid;

19 G. The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the
22 itemized statement;

23 H. The name and address of the legal entity that is the employer; and

24 I. All applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee.

26 79. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

3 A. The amount of the gross wages or net wages paid to the employee during
4 the pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to California Labor Code § 226(a);

6 B. Which deductions the employer made from gross wages to determine the
7 net wages paid to the employee during the pay period;

8 C. The name and address of the employer and, if the employer is a farm
9 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
10 name and address of the legal entity that secured the services of the employer during the pay
11 period;

12 D. The name of the employee and only the last four digits of his or her social
13 security number or an employee identification number other than a social security number; and

14 E. The number of piece-rate units earned and the piece rate.

15 80. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without
17 reference to other documents or information.

18 81. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendant violated California Labor Code section 226 because it did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendant failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
26 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
27 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
28 Members that state all overtime wages earned, all minimum wages earned, all regular wages

1 earned, all meal period premium wages earned, all rest break premium wages earned, gross
2 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

3 82. Defendant's failure to provide Plaintiff and the other Class Members with
4 accurate wage statements was knowing and intentional. Defendant had the ability to provide
5 Plaintiff and the other Class Members with accurate wage statements but intentionally
6 provided wage statements that Defendant knew were not accurate.

7 83. As a result of being provided with inaccurate wage statements by Defendant,
8 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
9 accurate wage statements were violated and they were misled about the amount of wages they
10 had actually earned and were owed. In addition, the absence of accurate information on their
11 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
12 required discovery and mathematical computations to determine the amounts of wages owed,
13 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
14 led to the submission of inaccurate information about wages to state and federal government
15 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
16 wage statements whether Defendant complied with their obligations under California Labor
17 Code section 226(a).

18 84. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
19 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
20 period in which a violation of California Labor Code § 226(a) occurred and one hundred
21 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
22 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
23 entitled to an award of costs and reasonable attorneys' fees.

24 **SIXTH CAUSE OF ACTION**

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

26 **(Lab. Code §§ 204)**

27 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

28 85. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

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

3 87. At all times relevant during the liability period, Defendant failed to pay
4 Plaintiff and the Class Members the full amount of all owed wages when due as required by
5 California Labor Code Section 204.

6 88. Defendant failed to pay Plaintiff and the Class Members all wages earned each
7 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
8 liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class
9 Members wages for all hours worked, including overtime hours and premium pay for missed
10 rest breaks and meal breaks.

11 89. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
12 have suffered damages in an amount, subject to proof, to the extent they were not paid all
13 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
14 but can be determined directly from Defendant's records or indirectly based on information
15 from Defendant's records.

16 90. Under this cause of action, Plaintiff prays for penalties on behalf of herself and
17 Class Members due under the statutes alleged along with any allowable interest, penalties,
18 attorney's fees, and costs according to proof at trial.

19 **SEVENTH CAUSE OF ACTION**

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

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

22 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

24 92. At all relevant times during the applicable limitations period, Plaintiff and the
25 Class have been employees of Defendant and entitled to the benefits and protections of
26 California Labor Code §§ 201–203, and the Wage Order.

27 93. Labor Code § 201 provides that all earned and unpaid wages of an employee
28 who is discharged are due and payable immediately at the time of discharge.

1 94. Labor Code § 202 provides that all earned and unpaid wages of an employee
2 who quits after providing at least 72-hours notice before quitting are due and payable at the
3 time of quitting and that all earned and unpaid wages of an employee who quits without
4 providing at least 72-hours notice before quitting are due and payable within 72 hours.

5 95. Labor Code § 203 provides that the wages of an employee continue on a daily
6 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
7 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

8 96. Defendant failed to pay Plaintiff and all of the other Class Members whose
9 employment ended all of the earned but unpaid wages described above by the conclusion of
10 their employment with Defendant, including minimum wages, regular wages, overtime wages,
11 unprovided meal period premium wages, and unprovided rest break premium wages.
12 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
13 whose employment ended their final paychecks within the required time periods.

14 97. By failing to pay such earned wages to Plaintiff and the Class Members,
15 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
16 201 or § 202.

17 98. Plaintiff is informed and believes that Defendant's failures to timely pay
18 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
19 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
20 practices that violate the requirements of the Labor Code and the Wage Order, even though at
21 all relevant times, they have had the ability to comply with those legal requirements.

22 99. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
23 of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
24 penalties for each Class Member.

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

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

6 101. The “Aggrieved Employees” are all members of the Class defined above who
7 Defendant employed during the period beginning February 6, 2025 and ending on the date that
8 final judgment is entered in this action.

9 102. Labor Code section 1174, which also pertains to recordkeeping, states:

10 Every person employing labor in this state shall

11 ...

12 (c) Keep a record showing the names and addresses of all employees employed
13 and the ages of all minors.

14 (d) Keep, at a central location in the state or at the plants or establishments at
15 which employees are employed, payroll records showing the hours worked
16 daily by and the wages paid to, and the number of piece-rate units earned by
17 and any applicable piece rate paid to, employees employed at the respective
18 plants or establishments. These records shall be kept in accordance with rules
19 established for this purpose by the commission, but in any case shall be kept on
20 file for not less than three years. An employer shall not prohibit an employee
21 from maintaining a personal record of hours worked, or, if paid on a piece-rate
22 basis, piece-rate units earned.

23 103. Defendant failed to compensate Plaintiff and all of the other Aggrieved
24 Employees for all hours worked at the correct rates of pay, including all minimum wages
25 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
26 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
27 net wages earned, and related compensation. As a result, Defendant has failed to accurately
28 maintain all records required by section 1174 and the Wage Order, including but not limited to

1 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
2 applicable hourly rates during each payroll period.

3 104. During the applicable time period, Defendant violated California Labor Code
4 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

5 105. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
6 behalf of themselves and other current or former employees, to bring a civil action to recover
7 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

8 106. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
9 Members are entitled to recover civil penalties for each of the Defendant's violations of
10 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
11 1198, and 2802 during the applicable limitations period in the following amounts:

12 A. For violations of California Labor Code § 204, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
14 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
15 established by California Labor Code § 210).

16 B. For violations of California Labor Code § 226(a), two hundred fifty
17 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
18 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 226.3).

20 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
21 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
22 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
23 California Labor Code § 558).

24 D. For violations of California Labor Code § 1174, five hundred dollars
25 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
26 California Labor Code § 1174.5).

27 E. For violations of California Labor Code § 1197, one hundred dollars
28 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two

1 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
2 per pay period (regardless of whether the initial violations were intentionally committed)
3 (penalty amounts established by California Labor Code § 1197.1).

4 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 246,
5 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
6 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
7 Employee per pay period for each subsequent violation (penalty amounts established by
8 California Labor Code § 2699(f)(2)).

9 107. Plaintiff has complied with the procedures for bringing suit specified in
10 California Labor Code § 2699.3. By letter dated February 6, 2026, Plaintiff filed written notice
11 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
12 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
13 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
14 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
15 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
16 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
17 intend to investigate these allegations.

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

21 **NINTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

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

24 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

26 110. At all relevant times during the applicable limitations period, Plaintiff and the
27 Class Members have been employees of Defendant and entitled to the benefits and protections
28 of the Business and Professions Code §§ 17200, *et seq.*

111. The unlawful conduct of Defendant alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

112. As a result of Defendant's unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, missed meal period premium wages, missed rest period premium wages, mobile phone, and other expenses, and comparable money and property.

113. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendant did not pay them or otherwise retained by means of their unlawful and unfair business practices.

114. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

V. PRAYER FOR RELIEF

115. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for relief and judgment against Defendant as follows:

- A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;
- B. An order that Plaintiff be appointed class representative;
- C. An order that counsel for Plaintiff be appointed class counsel;
- D. Unpaid wages, including minimum, regular, overtime, double-time, missed meal period, missed rest period, and reporting time wages;
- E. Liquidated damages;

- 1 F. Statutory penalties, including waiting time penalties;
2 G. Civil Penalties
3 H. Restitution;
4 I. Declaratory relief;
5 J. Actual damages;
6 K. Pre-judgment interest;
7 L. Costs of suit;
8 M. Reasonable attorneys' fees; and
9 N. Such other relief as the Court deems just and proper.

10 **VI. DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial
12 on all issues so triable.
13

14 Dated: May 25, 2026

MM LAW, APC

15
16 By Maralle Messrelia
17 Maralle Messrelia, Esq.
18 Attorneys for Plaintiff, ALMA MENDEZ
19 GARCIA, and all others similarly situated
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