

MARALLE MESSRELIAN (SBN 316974)

maralle@mmlawapc.com

MM LAW, APC

500 N. Brand Blvd., Suite 2000

Glendale, CA 91203

Telephone (818) 810-7747

Facsimile (818) 230-9018

Attorneys for Plaintiff,

LIZBETH GUEVARA

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

05/18/2026 at 12:00:00 AM

By: Andrel Gospel,

Deputy Clerk

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

LIZBETH GUEVARA,

Case No.: **26CV188669**

Plaintiff,

COMPLAINT FOR DAMAGES FOR:

vs.

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 11) Retaliation Under Labor Code Section 1102.5;
- 12) Wrongful Termination In Violation of Public Policy; and
- 13) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

DAWN FOOD PRODUCTS, INC., and DOES
1 to 25, inclusive,

Defendant(s).

JURY TRIAL DEMANDED

COMES NOW Plaintiff, LIZBETH GUEVARA (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 1-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against DAWN FOOD PRODUCTS, INC., and DOES 1-25, inclusive (“DFP” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Alameda because Defendants DAWN FOOD PRODUCTS, INC., and DOES 1-25, inclusive, do business in the County of Alameda and because Defendants’ obligations and liabilities arise therein. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff LIZBETH GUEVARA is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11010 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant DAWN FOOD PRODUCTS, INC. is a Michigan corporation doing business in California and maintains distribution centers in California, including one in Union City, CA. As such, it is a citizen of California based on Plaintiff’s information and belief.

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

6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.

1 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
2 defendants when ascertained.

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

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

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

17 **GENERAL ALLEGATIONS**

18 10. DFP is a manufacturer and distributor of breads, baked goods, mixes, and other
19 food products. DFP began to employ Plaintiff in or around June 2024 to work at its facility
20 located at 2845 Faber St, Union City, CA 94587. Throughout her employment, Plaintiff's job
21 title was "Distribution Services Representative". Plaintiff continuously worked for DFP until
22 on or about December 12, 2025 when her employment ended.

23 11. At all relevant times, DFP issued wages to Plaintiff and all of the other
24 Aggrieved Employees on a bi-weekly basis and paid them by the hour. At all relevant times,
25 DFP classified Plaintiff and all of the other Aggrieved Employees as non-exempt employees
26 entitled to the protections of the Labor Code and the Wage Order. During her tenure, Plaintiff
27 generally worked five days a week from approximately 7:30 a.m. to 4:00 p.m. Plaintiff's latest
28 rate of pay was approximately \$25.688 per hour.

1 12. DFP failed to pay Plaintiff and the other Aggrieved Employees for all hours
2 worked or for time during which they were subject to DFP's control. Specifically, DFP
3 maintained a policy and practice of rounding down recorded work time, which resulted in the
4 systematic shaving of compensable work hours and underpayment of wages. In addition, after
5 Plaintiff had already clocked out for her shifts, manager Jenny Co regularly contacted her
6 regarding work tasks, task reminder, and job responsibilities, requiring Plaintiff to perform
7 work for up to an additional hour per shift. DFP failed to compensate Plaintiff for this off-the-
8 clock work.

9 13. DFP failed to pay Plaintiff and the Aggrieved Employees properly-calculated
10 overtime wages even though they worked more than 8 hours per day and/or 40 hours per week
11 throughout their employment. Plaintiff's and the Aggrieved Employees' actual work hours
12 (including the "off the clock" hours mentioned above) entitled them to overtime compensation.
13 However, as a result of the rounding practices and the off-the-clock work, DFP did not
14 compensate Plaintiff and the Aggrieved Employees with the correct amount of overtime as
15 required by California law. In addition, any bonus and/or incentive payments were not factored
16 into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC*
17 (2021) 11 Cal. 5th 858, 863.

18 14. DFP failed to provide all compliant meal periods and authorize and permit all
19 compliant rest periods to which Plaintiff and the other Aggrieved Employees were entitled.
20 Plaintiff and other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-
21 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-
22 minute rest periods for every four hours or major fraction thereof worked. Plaintiff and the
23 other Aggrieved Employees were not provided compliant rest periods. During rest breaks,
24 Plaintiff was frequently interrupted by manager Jenny Co, who questioned her about work tasks
25 and directed her to resume working before her authorized rest period had concluded. On many
26 occasions, Plaintiff's rest break was cut short. In addition, Plaintiff and the other Aggrieved
27 Employees were required to remain on the premises during rest breaks, further restricting their
28 ability to take duty-free rest periods. Similarly, Plaintiff and the other Aggrieved Employees

1 did not always receive timely and uninterrupted meal periods as meal periods were delayed or
2 interrupted by management. On information and belief, DFP did not provide premium wages
3 for these meal and rest break violations; if DFP did provide premium wages, they were not paid
4 at the correct rate, as explained above.

5 15. DFP failed to reimburse Plaintiff and the other Aggrieved Employees for
6 business expenses they incurred in direct consequence of the discharge of their duties. During
7 her employment, DFP required Plaintiff to use her personal cellular phone to communicate with
8 management regarding work-related matters. DFP management, including manager Jenny Co,
9 regularly called and texted Plaintiff during her shifts to request documents, inquire about work
10 tasks, and provide job-related instructions. DFP failed to provide Plaintiff with company
11 phones or reimburse Plaintiff and the other Aggrieved Employees for these mobile phone
12 expenses. Accordingly, DFP was in violation of California Labor Code sections 2800 and 2802.

13 16. DFP failed to pay its employees all wages due to them within any time period
14 specified by California Labor Code section 204, including the minimum wages and overtime as
15 described above as well as meal/rest break premiums. DFP did not provide Plaintiff and other
16 Aggrieved Employees accurate, itemized wage statements. Wage statements must include,
17 among other things, total hours worked by the employee. Labor Code § 226(a)(2). DFP issued
18 wage statements that inaccurately reflected total hours worked, gross and net wages earned, and
19 the number of hours worked at each hourly rate because of DFP's failure to properly pay wages
20 as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). DFP's failure to maintain accurate
21 records as to the hours worked daily by employees also constitutes a violation of Labor Code
22 section 1174(d).

23 17. Finally, because DFP did not properly pay all wages earned as explained herein,
24 DFP also failed to pay final wages owed to Plaintiff and other Aggrieved Employees in
25 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
26 and compensation for all hours worked, overtime compensation, premium pay for missed meal
27 and rest breaks, and business expense reimbursement, among others.

28 18. In addition, on or around November 5, 2025, Plaintiff raised concerns to Human

Resources regarding her working conditions and her treatment by manager Jenny Co, including that Jenny Co told her to quit after Plaintiff raised those concerns. Plaintiff further reported that Jenny Co repeatedly questioned her whereabouts upon her arrival at work and did not allow her to use the restroom on a day when the warehouse lacked running water. After Plaintiff raised concerns, Jenny Co became increasingly hostile, stating that she did not trust employees who contacted Human Resources, assigning Plaintiff additional work, closely monitoring her activities, and directing other employees to monitor her.

19. On or around December 10, 2025 Human Resources called and informed Plaintiff that she was under investigation. Human Resources also advised Plaintiff that her time records did not align with camera footage and cited multiple timecard edits, despite those edits having been approved by Jenny Co.

20. On or around December 11, 2025, Plaintiff sent an email to Human Resources stating her belief that she was being retaliated against. The following day, on or around December 12, 2025, after reporting to work, Plaintiff was directed to meet with Human Resources and the warehouse manager and was terminated. Plaintiff's complaints constituted protected activity, and Defendants retaliated against Plaintiff and wrongfully terminated her employment as a result.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

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

(By Plaintiff against all Defendants)

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

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

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

1 24. Section 3 of the Wage Order states:

2 (A) Daily Overtime - General Provisions

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

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

23 (b) Double the employee's regular rate of pay for
24 all hours worked in excess of 12 hours in any
25 workday and for all hours worked in excess of
26 eight (8) hours on the seventh (7th) consecutive
27 day of work in a workweek.

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

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

27 26. Labor Code section 510 states:

28 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

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

13 27. California Labor Code § 1194 invalidates any agreement between an employer
14 and an employee to work for less than the minimum wage required under the applicable Wage
15 Order.

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

19 29. California Labor Code § 1198 makes it unlawful for an employer to employ an
20 employee under conditions that violate the Wage Order.

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

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

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

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

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

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST BREAKS**

10 **(Lab. Code §§ 226.7 and 1198)**

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

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

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

16 37. Labor Code § 1198 states,

17 "The maximum hours of work and the standard conditions of labor
18 fixed by the commission shall be the maximum hours of work and the
19 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."

20 38. In relevant part, Section 12 of the Wage Order states:

21 Rest Periods:

22 (A) Every employer shall authorize and permit all employees
23 to take rest periods, which insofar as practicable shall be in the
24 middle of each work period. The authorized rest period time
25 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
26 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
27 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.

28 (B) If an employer fails to provide an employee a rest period

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

5 39. In addition, Labor Code Section 226.7 states

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

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

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

21 41. Defendants failed to authorize and permit Plaintiff to take compliant rest
22 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
23 rest period was not provided.

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

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff against all Defendants)

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

1 45. At all relevant times during the applicable limitations period, Plaintiff was a
2 non-exempt employee of Defendants and entitled to the benefits and protections of California
3 Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

4 46. Labor Code § 1198 states,

5 “The maximum hours of work and the standard conditions of labor
6 fixed by the commission shall be the maximum hours of work and the
7 standard conditions of labor for employees. The employment of any
8 employee for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.”

10 47. In relevant part, Labor Code Section 512 states

11 “An employer may not employ an employee for a work period of more
12 than five hours per day without providing the employee with a meal
13 period of not less than 30 minutes, except that if the total work period
14 per day of the employee is no more than six hours, the meal period may
15 be waived by mutual consent of both the employer and employee. An
16 employer may not employ an employee for a work period of more than
17 10 hours per day without providing the employee with a second meal
18 period of not less than 30 minutes, except that if the total hours worked
19 is no more than 12 hours, the second meal period may be waived by
20 mutual consent of the employer and the employee only if the first meal
21 period was not waived.”

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

23 Meal Periods:

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

 (B) 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.

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

1 workday.

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

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

8 52. By reason of the above, Plaintiff is entitled to premium wages for workdays in
9 which one or more meal periods were not provided to her pursuant to California Labor Code §
10 226.7, plus interest and costs.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

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

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

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

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

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

23 56. California Labor Code § 1198 prohibits employers from employing their
24 employees under conditions prohibited by the Wage Order.

25 57. At all relevant times during the applicable limitations period, Defendants
26 required Plaintiff to use her personal cellular phone to communicate with management
27 regarding work-related matters. DFP management, including manager Jenny Co, regularly
28 called and texted Plaintiff during her shifts to request documents, inquire about work tasks, and
provide job-related instructions. DFP failed to provide Plaintiff with company phones or

1 reimburse Plaintiff for these mobile phone expenses.

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

6 59. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
7 expenditures and losses and interest due and owing to within three years (3) of the date of the
8 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
9 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

10 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

17 62. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs
18 that accurately reflected all information required by Labor Code Section 226, including but not
19 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
20 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
21 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
22 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
23 California Labor Code Section 226(a).

24 63. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
26 violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
28 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of

1 action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

2 64. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
3 sustained damages, including loss of earnings, in an amount to be established at trial. As a
4 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
6 and attorney's fees pursuant to statute.

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

10 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

1 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
2 immediately preceding the filing of this lawsuit.

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

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

9 **SEVENTH CAUSE OF ACTION**

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

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

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

13 74. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

16 76. At all times relevant during the liability period, Defendants failed to pay
17 Plaintiff the full amount of all owed wages when due as required by California Labor Code
18 Section 204.

19 77. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
21 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
22 worked, including the minimum wage, overtime hours, double time hours, and premium pay
23 for missed meal and rest breaks.

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

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

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

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

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

7 81. Labor Code section 1198.5 dictates "every current and former employee, or his
8 or her representative, has the right to inspect and receive a copy of the personnel records that
9 the employer maintains relating to the employee's performance or to any grievance concerning
10 the employee."

11 82. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
12 employer shall make the contents of those personnel records available for inspection to the
13 current or former employee, or his or her representative, at reasonable intervals and at
14 reasonable times..." On information and belief, Defendants intentionally failed to provide
15 Plaintiff with personnel records when requested by Plaintiff via letter on February 6, 2026, as
16 required by law. Plaintiff requested her personnel records in accordance with California Labor
17 Code section 1198.5(k) on February 6, 2026 via certified U.S. mail.

18 83. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
19 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
20 suffered and continues to suffer substantial losses related to Defendants' failure to provide
21 personnel records.

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

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PAY RECORDS**

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

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

5 86. Labor Code section 226 sub-section (b) dictates “an employer...shall afford
6 current and former employees the right to inspect or copy records pertaining to their
7 employment, upon reasonable request to the employer...”

8 87. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
9 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
10 pertaining to a current or former employee shall comply with the request as soon as practicable,
11 but no later than 21 calendar days from the date of the request.” On information and belief,
12 Defendants intentionally failed to provide Plaintiff with pay records when requested by
13 Plaintiff via letter, on February 6, 2026, and as required by law. Plaintiff requested her pay
14 records in accordance with California Labor Code section 226 on February 6, 2026, via U.S.
15 certified mail. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
16 pay records within 21 days.

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

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

23 **TENTH CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698, *et seq.*)**

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

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

28 91. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of

1 2004 (“PAGA”) because she was employed by Defendants during the applicable statutory
2 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
3 Plaintiff seeks to recover on her own behalf, on behalf of the State of California, and on behalf
4 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
5 PAGA, plus reasonable attorney’s fees and costs.

6 92. During the applicable time period, Defendants violated California Labor Code
7 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1198, and 2802.

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

11 94. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
12 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants’
13 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1102.5,
14 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following
15 amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
18 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 210).

20 B. For violations of California Labor Code § 226(a), two hundred fifty
21 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
22 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 226.3).

24 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
25 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
26 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
27 California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
9 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
10 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
11 pay period for each subsequent violation (penalty amounts established by California Labor
12 Code § 2699(f)(2)).

13 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
14 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
15 Code §1102.5 during the applicable limitations period in the following amounts: For violations
16 of California Labor Code § 1102.5, an amount not to exceed \$10,000 for each violation by
17 Defendants of California Labor Code § 1102.5(b)(c), as well as attorney's fees and costs under
18 Labor Code § 2699(g) (penalty amounts established by California Labor Code § 1102.5(f)).

19 95. Plaintiff has complied with the procedures for bringing suit specified in
20 California Labor Code § 2699.3. By letter dated February 6, 2026, Plaintiff filed written notice
21 online with the Labor and Workforce Development Agency ("LWDA") and gave written notice
22 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
23 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
24 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
25 take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff
26 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
27 intend to investigate these allegations.

28 96. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved

1 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
2 connection with their claims for civil penalties.

3 **ELEVENTH CAUSE OF ACTION**

4 **RETALIATION**

5 **(Lab. Code § 1102.5)**

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

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

8 98. According to Labor Code section 1102.5, subdivision (b),

9 An employer, or any person acting on behalf of the employer, shall not retaliate
10 against an employee for disclosing information, or because the employer
11 believes that the employee disclosed or may disclose information, ... to a
12 person with authority over the employee or another employee who has the
13 authority to investigate, discover, or correct the violation or noncompliance,...
14 if the employee has reasonable cause to believe that the information discloses a
15 violation of state or federal statute, or a violation of or noncompliance with a
16 local, state, or federal rule or regulation, regardless of whether disclosing the
17 information is part of the employee's job duties.

18 99. According to Labor Code section 1102.5, subdivision (c), an employer may not
19 retaliate against an employee for refusing to participate in an activity that would result in a
20 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
21 or regulation.

22 100. This statute reflects the broad public policy interest in encouraging workplace
23 whistleblowers to report unlawful acts without fearing retaliation.

24 101. Defendants were employers for purposes of California law.

25 102. Plaintiff was an employee of Defendants, performing work on behalf of
26 Defendants.

27 103. During her employment tenure, Plaintiff complained to Defendants'
28 management regarding the hostile working conditions she was experiencing with the
expectation that Defendants would investigate and correct the violations.

104. Defendants retaliated against Plaintiff for her protected activity by subjecting

1 her to adverse employment actions and working conditions, including assigning her additional
2 work, excessively scrutinizing and monitoring her activities, directing other employees to
3 monitor her, and ultimately terminating her employment on or around December 12, 2025.

4 105. As a direct and proximate result of the aforementioned acts and omissions of
5 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
6 to, loss of income (past and future), loss of employment benefits (past and future), general and
7 compensatory damages (past and future), mental pain and anguish and emotional distress (past
8 and future), and will continue to suffer in the future, in an amount to be proved at trial.

9 106. Plaintiff requests all available relief under Labor Code § 1102.5 including
10 damages and the imposition of civil penalties of \$10,000 for each violation as well as
11 attorney's fees.

12 107. The foregoing conduct engaged in by Defendants and each of their directors,
13 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
14 ratified, and carried on with a conscious and willful disregard of their workers' right to work
15 in an environment free of retaliation and labor code violations, so as to justify the imposition
16 of punitive damages to punish and set an example of said Defendants.

17 **TWELFTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

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

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

21 109. At all times during her employment with Defendants, Plaintiff performed her
22 duties with the utmost diligence and competence.

23 110. The state statutes recited below embody fundamental, substantial, and well-
24 established public policies of the United States and State of California. By terminating
25 Plaintiff, Defendants violated these fundamental, substantial, and well-established public
26 policies.

27 (A) According to Labor Code section 1102.5, subdivision (b), an employer
28 shall not retaliate against an employee for disclosing information to a person with authority

1 over the employee who has the authority to correct the violation if the employee has
2 reasonable cause to believe that the information “discloses a violation of state or federal
3 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

4 (B) In *Franklin v. Monadnock Co.* (2007) 151 Cal.App.4th 252, 260 the Court
5 stated, “An employer may not discharge an at will employee for a reason that violates
6 fundamental public policy. This exception is enforced through tort law by permitting the
7 discharged employee to assert against the employer a cause of action for wrongful discharge in
8 violation of fundamental public policy.

9 111. During the course of her employment, Plaintiff complained to Defendants’
10 management regarding the hostile working conditions and work environment she was
11 experiencing. Instead of addressing Plaintiff’s complaints, Defendants retaliated against
12 Plaintiff for engaging in protected activity by subjecting her to adverse employment actions
13 and working conditions, including assigning her additional work, excessively scrutinizing and
14 monitoring her activities, directing other employees to monitor her, and ultimately terminating
15 her employment on or around December 12, 2025, in violation of California Labor Code
16 section 1102.5(b). Moreover, Plaintiff was forced to hire an attorney to assist her to end these
17 illegal activities.

18 112. As set forth above, said actions by Defendants were wrongful and in violation
19 of the fundamental principles of the public policy of the State of California as reflected in its
20 laws, objectives and policies. Said statutes and constitutional expressions of public policy
21 include, but are not limited to, the California Labor Code, the FEHA, and the California
22 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
23 just the private interests of the employers and employees whom they govern or protect.

24 113. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
26 loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

114. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation and labor code violations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

THIRTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff against all Defendants)

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

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

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

118. The unlawful conduct of Defendants 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, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, refrain from retaliatory practices and prevent retaliation, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest periods, indemnify them for all business expenses incurred during the course of performing their duties, including, but not limited to, mobile phone expenses, and pay them all wages earned.

119. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all

1 hours worked, failed to provide her with premium wages for missed meal and rest periods, and
2 failed to reimburse Plaintiff for all expenses he incurred in the course of performing her duties.

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

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

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

12 **PRAYER FOR RELIEF**

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

- 14 1. For compensatory damages including lost past and future wages, commissions, and all
15 other sums of money, including employment benefits, together with interest on said
16 amounts, and any other economic injury to Plaintiff, according to proof;
- 17 2. For general damages according to proof;
- 18 3. For special and consequential damages to the extent allowed by law;
- 19 4. For punitive and exemplary damages against Defendant DAWN FOOD PRODUCTS,
20 INC. in an amount subject to proof;
- 21 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
22 subject to proof at trial;
- 23 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
24 7. proof at trial;
- 25 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
28 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

- 1 10. For maximum civil penalties available under the Labor Code and applicable Wage
2 Order against Defendants as described more particularly in the Complaint;
3 11. For restitution and disgorgement for all unfair business practices by Defendant DAWN
4 FOOD PRODUCTS, INC. against Plaintiff in an amount according to proof;
5 12. For an order enjoining Defendant DAWN FOOD PRODUCTS, INC. from further
6 unfair and unlawful business practices in violation of Business and Professions Code
7 Sections 17200, et seq.;
- 8 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
9 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
10 damages, damages, penalties, and waiting time penalties according to proof to the
11 extent permitted by law;
- 12 14. For the imposition of civil penalties and/or statutory penalties;
- 13 15. For all interest as allowed by law;
- 14 16. For all costs and disbursements incurred in this suit;
- 15 17. Reasonable attorney's fees where available by law, including but not limited to,
16 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
17 and/or other applicable laws; and
- 18 18. For such other and further relief as this Court may deem proper.

19 **DEMAND FOR JURY TRIAL**

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

21
22 Dated: May 17, 2026

MM LAW, APC

23
24 By Maralle Messrelian
25 Maralle Messrelian, Esq.
26 Attorney for Plaintiff,
LIZBETH GUEVARA