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CLAUDIA ALCANTARA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

CLAUDIA ALCANTARA, 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.

SPECTEX, INC., an Arizona corporation dba
SPECIALTY TEXTILE SERVICES; and
DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 26CU028314C

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, CLAUDIA ALCANTARA (hereafter “Plaintiff”), on behalf of herself and all
2 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 Orders No. 6-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against SPECTEX,
7 INC., an Arizona corporation dba SPECIALTY TEXTILE SERVICES; and DOES 1 to 25,
8 inclusive (“SPECTEX” or “Defendant”).

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

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

14 (B) Authorize and permit all rest breaks;

15 (C) Pay premium wages for unprovided rest breaks;

16 (D) Indemnify for necessary work-related expenditures;

17 (E) Issue only accurate and complete itemized wage statements; and

18 (F) Timely pay wages during and upon termination of employment.

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

22 **II. THE PARTIES**

23 3. Plaintiff CLAUDIA ALCANTARA is a resident of California. At all relevant
24 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
25 Regulations Section 11060 and an “Aggrieved Employee” within the meaning of Labor Code
26 Section 2699(c).

27 4. At all times mentioned herein, Defendant SPECTEX, INC., dba SPECIALTY
28 TEXTILE SERVICES is and was an Arizona corporation doing business in California, and

1 which employed Plaintiff. As such, it is a citizen of California based on Plaintiff's information
2 and belief.

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

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

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

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

23 **III. CLASS ALLEGATIONS**

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

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

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

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

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

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

18 B. Whether Defendant failed to authorize and permit the Class Members to
19 take all rest periods in compliance with California law;

20 C. Whether Defendant failed to indemnify the Class Members for the
21 reasonable expenses they incurred during the course of performing their duties;

22 D. Whether Defendant knowingly and intentionally failed to provide the
23 class with accurate and complete itemized wage statements;

24 E. Whether Defendant willfully failed to provide the class with timely
25 wages during and upon termination of employment;

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

28 G. Whether Class Members are entitled to restitution of money or property

1 that Defendant may have acquired from them through alleged Labor Code violations.

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

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

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

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

26 **IV. STATEMENT OF FACTS**

27 18. The Wage Order applies to "all persons employed in the laundry, linen supply,
28 dry cleaning and dyeing industry whether paid on a time, piece rate, commission, or other

1 basis [.]” § 1. At all relevant times, SPECTEX specialized in linen rental and laundry services
2 for the hospitality industry, focusing on the rental, cleaning, and delivery of linens.
3 Accordingly, Plaintiff and the Class Members are entitled to the protections afforded by the
4 Wage Order.

5 19. SPECTEX began to employ Plaintiff on or around July 28, 2014 to work at its
6 facility located at 1333 30th St, #A, San Diego, CA 92154. Plaintiff continuously worked for
7 SPECTEX until on or about January 16, 2026, when her employment ended.

8 20. At all relevant times, SPECTEX issued wages to Plaintiff and all of the other
9 Class Members on a weekly basis and paid them by the hour. At all relevant times, SPECTEX
10 classified Plaintiff and all of the other Class Members as non-exempt employees entitled to the
11 protections of the Labor Code and the Wage Order. During the latter part of her employment,
12 Plaintiff generally worked five days a week from approximately 5:00 a.m. to 1:30 p.m.
13 Plaintiff’s latest rate of pay was approximately \$17.77 per hour.

14 21. SPECTEX failed to pay Plaintiff and the other Class Members for all hours
15 worked or for time during which they were subject to SPECTEX’s control. Plaintiff and the
16 Class Members were required to arrive approximately 5 to 10 minutes before their scheduled
17 shifts to account for long lines and frequent fingerprint recognition failures at the timekeeping
18 machines, resulting in uncompensated off-the-clock work. Moreover, to the extent that
19 Plaintiff and others worked through their meal periods or their meal periods were interrupted,
20 they were not compensated for all hours worked, which would be akin to a minimum wage
21 violation.

22 22. SPECTEX failed to pay Plaintiff and the Class Members properly-calculated
23 overtime wages even though they worked more than 8 hours per day and/or 40 hours per week
24 throughout their employment. Plaintiff’s and the Class Members’ actual work hours (including
25 the “off the clock” hours mentioned above) entitled them to overtime compensation. However,
26 as a result of the off-the-clock work, SPECTEX did not compensate Plaintiff and the Class
27 Members with the correct amount of overtime as required by California law. In addition, any
28 bonus and/or incentive payments were not factored into the correct meal and rest break

1 premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

2 23. SPECTEX failed to provide all compliant meal periods to which Plaintiff and
3 the other Class Members were entitled. Plaintiff and other Class Members were entitled to take
4 off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work.
5 Although employees were provided a nominal 30-minute meal period, in practice they were
6 required to clock back in exactly at the 30-minute mark. Because of the timekeeping
7 procedures implemented by SPECTEX, employees were forced to stand in line several
8 minutes before the end of their meal period in order to ensure they could clock back in on
9 time. For example, Plaintiff to get in line approximately seven minutes before the end of her
10 meal period due to the number of employees waiting to use the timekeeping machines. Even
11 though there were three time clocks available, employees were assigned to a specific time
12 clock machine and were not permitted to use another available clock. As a result, employees
13 regularly spent a portion of their meal period waiting in line to clock back in, effectively
14 reducing their meal periods to less than 30 minutes. These procedures were implemented and
15 enforced by management, including Supervisor Jaime (last name unknown) who instructed
16 employees that they were required to clock back in by the 30-minute mark and could not clock
17 in after that time. Consequently, employees were not relieved of all duty for a full and
18 uninterrupted 30-minute meal period and were not provided compliant meal periods in
19 violation of California Labor Code sections 226.7 and 512. SPECTEX also failed to authorize
20 and permit all compliant rest periods to the Class Members. On information and belief,
21 SPECTEX did not provide premium wages for these meal and rest break violations; if
22 SPECTEX did provide premium wages, they were not paid at the correct rate, as explained
23 above.

24 24. SPECTEX failed to reimburse Plaintiff and the other Class Members for
25 business expenses they incurred in direct consequence of the discharge of their duties. During
26 her employment, Plaintiff was required to purchase additional face masks because the
27 company did not provide a sufficient supply. In addition, SPECTEX required Plaintiff to use
28 her personal cellular phone to communicate with management regarding work-related matters.

1 SPECTEX failed to reimburse Plaintiff for these PPE and mobile phone expenses.
2 Accordingly, SPECTEX was in violation of California Labor Code sections 2800 and 2802.

3 25. SPECTEX failed to pay its employees all wages due to them within any time
4 period specified by California Labor Code section 204, including the minimum wages and
5 overtime as described above as well as meal/rest break premiums. SPECTEX did not provide
6 Plaintiff and other Class Members accurate, itemized wage statements. Wage statements must
7 include, among other things, total hours worked by the employee. Labor Code § 226(a)(2).
8 SPECTEX issued wage statements that inaccurately reflected total hours worked, gross and
9 net wages earned, and the number of hours worked at each hourly rate because of SPECTEX's
10 failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).
11 SPECTEX' failure to maintain accurate records as to the hours worked daily by employees
12 also constitutes a violation of Labor Code section 1174(d).

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

18 27. SPECTEX has also violated Labor Code section 558 and engaged in business
19 practices which violate Business and Professions Code Section 17200.

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

- 22 A. Not authorized and permitted to take all rest break periods;
- 23 B. Not paid one hour's pay for each workday in which Defendant failed to
24 authorize and permit them to take one or more timely rest periods;
- 25 C. Not paid all wages earned, including, but not limited to, minimum,
26 regular, overtime, and doubletime wages for work performed while clocked out;
- 27 D. Not indemnified for all necessary business expenditures incurred during
28 the discharge of their duties;

- 1 E. Not provided with accurate and complete wage statements; and
2 F. Not timely paid all earned and unpaid wages during employment and at
3 the time their employment ended.

4 **FIRST CAUSE OF ACTION**

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

6 **AT THE CORRECT RATES OF PAY**

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

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

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

10 30. At all relevant times, Plaintiff and the Class Members have been employees of
11 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
12 1197, and 1198, and the Wage Order.

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

16 32. Section 3 of the Wage Order states:

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

18 (1) The following overtime provisions are applicable to
19 employees 18 years of age or over and to employees 16 or
20 17 years of age who are not required by law to attend
21 school and are not otherwise prohibited by law from
22 engaging in the subject work. Such employees shall not
23 be employed more than eight (8) hours in any workday or
24 more than 40 hours in any workweek unless the employee
25 receives one and one-half (1 ½) times such employee’s
26 regular rate of pay for all hours worked over 40 hours in
27 the workweek. Eight (8) hours of labor constitutes a day’s
28 work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in

any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

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

(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.

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

34. 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.

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

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

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

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

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

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

41. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant's failure to compensate Plaintiff and the other Class Members for all hours worked at the correct rates of pay as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

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

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

43. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendant and entitled to the benefits and protections

1 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

2 44. In relevant part, Labor Code § 1198 states,

3 “The maximum hours of work and the standard conditions of labor
4 fixed by the commission shall be the maximum hours of work and the
5 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.”

6 45. In relevant part, Section 12 of the Wage Order states:

7 Rest Periods:

8 (A) Every employer shall authorize and permit all employees
9 to take rest periods, which insofar as practicable shall be in the
10 middle of each work period. The authorized rest period time
11 shall be based on the total hours worked daily at the rate often
12 (10) minutes net rest time per four (4) hours or major fraction
13 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.

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

18 46. In addition, Labor Code Section 226.7 states

19 (b) An employer shall not require an employee to work during a
20 meal or rest or recovery period mandated pursuant to an applicable
21 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.

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

28 47. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to

1 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
2 major fraction thereof.

3 48. Defendant intentionally failed to authorize and permit Plaintiff and the Class
4 Members to take all 10-minute rest periods free from any work duties in accordance with the
5 Wage Order.

6 49. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
7 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
8 wages to Plaintiff and the Class Members for days on which they failed to authorize and
9 permit Plaintiff and the other Class Members to take timely rest periods.

10 50. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
11 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
12 major fraction thereof. Defendant did not seek an exemption from the rest period protections
13 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
14 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
15 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
16 major fraction thereof.

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

21 52. Defendant failed to provide Plaintiff with all required rest breaks in
22 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
23 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
24 lack of a policy which resulted in Defendant not providing the Class Members with all rest
25 breaks required by California law.

26 53. Defendant failed to pay Plaintiff the additional wages required by California
27 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes
28 and thereon alleges that, at relevant times within the applicable limitations period, Defendant

1 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
2 providing the Class Members with additional wages for all rest breaks not provided to them as
3 required by California Labor Code § 226.7.

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

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

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

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

13 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

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

15 57. At all relevant times during the applicable limitations period, Plaintiff and the
16 Class Members have been employees of Defendants and entitled to the benefits and protections
17 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

18 58. In relevant part, Labor Code § 1198 states,
19 "The maximum hours of work and the standard conditions of labor fixed by the
20 commission shall be the maximum hours of work and the standard conditions
21 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."

22 59. In relevant part, Labor Code Section 512 states
23 "An employer may not employ an employee for a work period of more than five
24 hours per day without providing the employee with a meal period of not less than
25 30 minutes, except that if the total work period per day of the employee is no
26 more than six hours, the meal period may be waived by mutual consent of both
27 the employer and employee. An employer may not employ an employee for a
28 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."

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

2 Meal Periods:

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

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

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

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

19 (c) If an employer fails to provide an employee a meal period
20 or rest period in accordance with a state law, including,
21 but not limited to, an applicable statute or applicable
22 regulation, standard, or order of the Industrial Welfare
23 Commission, the Occupational Safety and Health
24 Standards Board, or the Division of Occupational Safety
25 and Health, the employer shall pay the employee one
26 additional hour of pay at the employee's regular rate of
27 compensation for each work day that the meal or rest
28 period is not provided.

29 62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
30 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
31 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
32 512, they were also entitled to a second 30-minute meal period when they worked more than
33 ten (10) hours in a workday.

34 63. As described above, Defendants intentionally failed to provide Plaintiff and the
35 Class Members with all required 30-minute duty free meal periods in accordance with the
36 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
37 failed to provide Plaintiff and the other Class Members with timely meal periods.

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

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

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

68. At all relevant times, Plaintiff and the Class Members were employees of Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

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

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

• • •

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide

1 and maintain hand tools and equipment customarily required by the particular
2 trade or craft in conformity with Labor Code Section 2802.

3 Wage Order, § 9(A) and (B).

4 70. California Labor Code § 1198 prohibits employers from employing their
5 employees under conditions prohibited by the Wage Order.

6 71. As described above, at all relevant times, Defendant required Plaintiff and the
7 Class Members to incur certain business expenses in the course of performing their duties,
8 including but not limited to including PPE and use of their own personal cell phones in
9 effectuating their job duties. However, Defendant did not provide these items and did not
10 reimburse Plaintiff and the Class Members for these business expenses.

11 72. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
12 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's
13 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
14 during the course of performing their duties.

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

18 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

26 A. Gross wages earned;

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

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

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

5 E. Net wages earned;

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

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

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

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

14 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer
15 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
16 suffer injury if the employer fails to provide accurate and complete information as required by
17 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
18 from the wage statement alone one or more of the following:

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

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

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

28 D. The name of the employee and only the last four digits of his or her social

1 security number or an employee identification number other than a social security number; and

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

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

6 78. As alleged herein, at all relevant times during the applicable limitations period,
7 Defendant violated California Labor Code section 226 because it did not include the pay
8 period start date on each wage statements, and did not properly and accurately itemize each
9 employee’s gross wages earned, net wages earned, the total hours worked, the corresponding
10 number of hours worked at each rate by the employee and other requirements of California
11 Labor Code section 226. Defendant failed to state in the wage statements they issued to
12 Plaintiff and the other Class Members all their hours worked and wages earned, including, but
13 not limited to, regular and overtime wages for work they performed off-the-clock after
14 clocking-out (as described above). Defendant knowingly and intentionally did not issue either
15 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
16 if wages are paid by personal check or cash, statements to Plaintiff and the Class Members that
17 state all overtime wages earned, all minimum wages earned, all regular wages earned, all
18 meal/rest break premium wages earned, gross wages earned, net wages earned, all hourly
19 rates, and all hours worked at each rate of pay.

20 79. Defendant’s failure to provide Plaintiff and the other Class Members with
21 accurate wage statements was knowing and intentional. Defendant had the ability to provide
22 Plaintiff and the other Class Members with accurate wage statements but intentionally
23 provided wage statements that Defendant knew were not accurate.

24 80. As a result of being provided with inaccurate wage statements by Defendant,
25 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
26 accurate wage statements were violated and they were misled about the amount of wages they
27 had actually earned and were owed. In addition, the absence of accurate information on their
28 wage statements prevented immediate challenges to Defendant’s unlawful pay practices, has

1 required discovery and mathematical computations to determine the amounts of wages owed,
2 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
3 led to the submission of inaccurate information about wages to state and federal government
4 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
5 wage statements whether Defendant complied with their obligations under California Labor
6 Code section 226(a).

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

13 **SIXTH CAUSE OF ACTION**
14 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**
15 **(Lab. Code §§ 204)**

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

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

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

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

23 85. Defendant failed to pay Plaintiff and the Class Members all wages earned each
24 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
25 liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class
26 Members wages for all hours worked, including overtime hours and premium pay for missed
27 rest breaks.

28 86. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members

1 have suffered damages in an amount, subject to proof, to the extent they were not paid all
2 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
3 but can be determined directly from Defendant's records or indirectly based on information
4 from Defendant's records.

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

8 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

18 91. Labor Code § 202 provides that all earned and unpaid wages of an employee
19 who quits after providing at least 72-hours notice before quitting are due and payable at the
20 time of quitting and that all earned and unpaid wages of an employee who quits without
21 providing at least 72-hours notice before quitting are due and payable within 72 hours.

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

25 93. Defendant failed to pay Plaintiff and all of the other Class Members whose
26 employment ended all of the earned but unpaid wages described above by the conclusion of
27 their employment with Defendant, including minimum wages, regular wages, overtime wages,
28 and unprovided rest break premium wages. Additionally, the Defendant failed to issue to

1 Plaintiff and all of the other Class members whose employment ended their final paychecks
2 within the required time periods.

3 94. By failing to pay such earned wages to Plaintiff and the Class Members,
4 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
5 201 or § 202.

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

11 96. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
12 of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
13 penalties for each Class Member.

14 **EIGHTH CAUSE OF ACTION**

15 **CIVIL PENALTIES**

16 **(Lab. Code §§ 2698, *et seq.*)**

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

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

19 98. The "Aggrieved Employees" are all members of the Class defined above who
20 Defendant employed during the period beginning March 14, 2025 and ending on the date that
21 final judgment is entered in this action.

22 99. Labor Code section 1174, which also pertains to recordkeeping, states:

23 Every person employing labor in this state shall

24 ...

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

27 (d) Keep, at a central location in the state or at the plants or establishments at
28 which employees are employed, payroll records showing the hours worked

1 daily by and the wages paid to, and the number of piece-rate units earned by
2 and any applicable piece rate paid to, employees employed at the respective
3 plants or establishments. These records shall be kept in accordance with rules
4 established for this purpose by the commission, but in any case shall be kept on
5 file for not less than three years. An employer shall not prohibit an employee
6 from maintaining a personal record of hours worked, or, if paid on a piece-rate
7 basis, piece-rate units earned.

8 100. Defendant failed to compensate Plaintiff and all of the other Aggrieved
9 Employees for all hours worked at the correct rates of pay, including all minimum wages
10 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
11 rest break premium wages earned, gross wages earned, net wages earned, and related
12 compensation. As a result, Defendant has failed to accurately maintain all records required by
13 section 1174 and the Wage Order, including but not limited to Plaintiff and all of the other
14 Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates
15 during each payroll period.

16 101. During the applicable time period, Defendant violated California Labor Code
17 §§ 201, 202, 203, 204, 226, 226.7, 510, 558, 1174, 1194, 1197, 1198, and 2802.

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

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

25 A. For violations of California Labor Code § 204, one hundred dollars
26 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
27 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
28 established by California Labor Code § 210).

1 B. For violations of California Labor Code § 226(a), two hundred fifty
2 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
3 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
4 established by California Labor Code § 226.3).

5 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
6 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
7 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
8 California Labor Code § 558).

9 D. For violations of California Labor Code § 1174, five hundred dollars
10 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
11 California Labor Code § 1174.5).

12 E. For violations of California Labor Code § 1197, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
14 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
15 per pay period (regardless of whether the initial violations were intentionally committed)
16 (penalty amounts established by California Labor Code § 1197.1).

17 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
18 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
19 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
20 pay period for each subsequent violation (penalty amounts established by California Labor
21 Code § 2699(f)(2)).

22 104. Plaintiff has complied with the procedures for bringing suit specified in
23 California Labor Code § 2699.3. By letter dated March 14, 2026, Plaintiff filed written notice
24 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
25 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
26 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
27 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
28 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff

1 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
2 intend to investigate these allegations.

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

6 **NINTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

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

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

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

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

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

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

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

111. 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

112. 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, vacation, missed rest period, and reporting time wages;
- E. Liquidated damages;
- F. Statutory penalties, including waiting time penalties;
- G. Civil penalties;
- H. Restitution;
- I. Declaratory relief;
- J. Actual damages;
- K. Pre-judgment interest;
- L. Costs of suit;
- M. Reasonable attorneys' fees; and
- N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

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

Dated: May 25, 2026

MM LAW, APC

By Maralle Messrelan
Maralle Messrelan, Esq.
Attorneys for Plaintiff, CLAUDIA
ALCANTARA, and all others similarly
situated