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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

8 Attorney for PLAINTIFF,
9 **JENNIFER DEWEY HAGAN**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JENNIFER DEWEY HAGAN, an individual,
13 and as an aggrieved employee on behalf of
14 the State of California and all other
15 aggrieved employees,

16 Plaintiff,

17 vs.

18 PRINCE HOSPITALITY3, LLC, a California
19 limited liability company; MEHR
20 CONSULTANCY, INC., a corporation; and
21 DOES 1 through 50, inclusive,

22 Defendant(s).

Case No.: **26STCV16428**

COMPLAINT FOR DAMAGES
AND REPRESENTATIVE ACTION

- 1) Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1194, 1197, 1198)
- 2) Failure to Pay Overtime Wages (Lab. Code § 510)
- 3) Meal Period Violations (Lab. Code §§ 226.7, 512)
- 4) Rest Period Violations (Lab. Code § 226.7)
- 5) Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226(e))
- 6) Failure to Reimburse Business Expenses (Lab. Code § 2802)
- 7) Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 202, 203)
- 8) FEHA — Discrimination (Race & National Origin) (Gov. Code § 12940(a))
- 9) FEHA — Harassment (Race & National Origin) (Gov. Code § 12940(j))
- 10) FEHA — Retaliation (Gov. Code § 12940(h))
- 11) FEHA — Failure to Prevent Discrimination, Harassment, and Retaliation (Gov. Code § 12940(k))

- 12) Retaliation in Violation of Labor Code § 1102.5
- 13) Wrongful Termination in Violation of Public Policy
- 14) Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)
- 15) PAGA Civil Penalties (Lab. Code § 2699 et seq.)

Jury Trial Demanded as to Individual Claims Only

Plaintiff JENNIFER DEWEY HAGAN, on behalf of herself and, as to the representative claim under PAGA, the State of California and other aggrieved employees, complains and alleges as follows:

1. Plaintiff Jennifer Dewey Hagan (“Plaintiff” or “Ms. Hagan”) brings this action individually and as a representative action on behalf of the State of California and all aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 through 2699.8, against Defendants Prince Hospitality3, LLC (“Prince Hospitality”), Mehr Consultancy, Inc. (“Mehr Consultancy”), and DOES 1 through 50, inclusive (collectively, “Defendants”).

2. This action arises from Defendants’ compensation, timekeeping, meal-period, rest-break, wage-statement, reimbursement, recordkeeping, and final-pay practices during Plaintiff’s employment as a non-exempt, hourly Housekeeping Manager at the Hampton Inn and Homewood Suites properties operated by Defendants in Santa Clarita, California. The action further arises from Defendants’ discrimination and harassment of Plaintiff on the basis of race and national origin, Defendants’ failure to take all reasonable steps to prevent such discrimination and harassment, and Defendants’ unlawful retaliation against Plaintiff for opposing and reporting workplace practices she reasonably believed to be unlawful—including wage-and-hour violations,

1 falsification of safety training records, and race-, national-origin-, and language-based
2 discrimination—culminating in Plaintiff’s termination on August 25, 2025, four days after she
3 submitted a written complaint to Defendants’ Human Resources department.

4 3. Defendants maintained common policies and practices that resulted in unpaid
5 minimum and straight-time wages, unpaid overtime wages, missed and noncompliant meal and
6 rest periods, unreimbursed business expenses, inaccurate wage statements, untimely wage
7 payments, and incomplete final wages. Plaintiff is informed and believes, and on that basis alleges,
8 that these practices were applied across the Santa Clarita property to other non-exempt, hourly
9 employees, including housekeepers, laundry employees, housemen, and other hourly staff. On
10 information and belief, approximately a dozen or more employees filed complaints with the
11 California Labor Commissioner concerning these timekeeping and wage practices.
12

13 4. Plaintiff also seeks civil penalties under PAGA for the Labor Code and Wage Order
14 violations described in the March 12, 2026, PAGA notice served on the Labor and Workforce
15 Development Agency (“LWDA”) and Defendants. More than the statutory response period has
16 elapsed, and Plaintiff is informed and believes that neither the LWDA nor Defendants provided a
17 response that would preclude this representative action.
18

19 **PARTIES**

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21 5. Plaintiff is, and at all relevant times was, an individual residing in California.
22 Plaintiff was employed by Defendants in California as a non-exempt, hourly-paid Housekeeping
23 Manager (also referred to as “Executive Housekeeper”) from approximately January 13, 2024,
24 through August 25, 2025.
25

26 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant Prince
27 Hospitality3, LLC (“Prince Hospitality”) is and was at all relevant times a limited liability
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1 company authorized to do business in California and engaged in the business of operating the
2 Hampton Inn and Homewood Suites properties located at 28700 Newhall Ranch Road in Santa
3 Clarita, California (the "Property"). Prince Hospitality issued Plaintiff's wages and was Plaintiff's
4 employer at the Property during the relevant period.

5 7. Plaintiff is informed and believes, and on that basis alleges, that Defendant Mehr
6 Consultancy, Inc. ("Mehr Consultancy") is and was at all relevant times a corporation doing
7 business in California and engaged in the business of providing hotel management and human
8 resources services at the Property. Mehr Consultancy participated in and oversaw human resources
9 administration, payroll oversight, and management of employment practices at the Property,
10 including through its identified Human Resources Manager. Based on the facts presently known,
11 Prince Hospitality and Mehr Consultancy are sued as employers and/or joint employers to the
12 extent each, directly or indirectly, or through managers, supervisors, or HR personnel, exercised
13 control over wages, hours, or working conditions of Plaintiff and other Aggrieved Employees, or
14 caused, implemented, maintained, enforced, ratified, and/or failed to prevent the challenged
15 practices described herein.
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18 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
19 DOES 1 through 50, inclusive, and therefore sues such defendants by fictitious names. Plaintiff
20 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
21 informed and believes, and on that basis alleges, that each Doe Defendant was responsible in some
22 manner for the occurrences alleged herein and proximately caused Plaintiff's injuries and damages.
23

24 9. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
25 times each Defendant was the agent, employee, partner, joint venturer, alter ego, parent,
26 subsidiary, affiliate, successor, predecessor, representative, joint employer, and/or co-conspirator
27 of every other Defendant, and in doing the things alleged herein was acting within the course and
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1 scope of that relationship and with the knowledge, consent, authorization, and ratification of the
2 others.

3 **JURISDICTION AND VENUE**

4
5 10. This Court has jurisdiction over this action because Plaintiff seeks statutory
6 damages, restitution, penalties, injunctive and other equitable relief, attorneys' fees, costs, and civil
7 penalties under PAGA.

8 11. Venue is proper in this Court because Plaintiff worked in Los Angeles County,
9 Defendants did business in Los Angeles County, the worksite is located in Santa Clarita,
10 California, and the obligations and liabilities alleged herein were incurred, arose, and were
11 breached in Los Angeles County.
12

13 **PAGA ADMINISTRATIVE EXHAUSTION**

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15 12. On March 12, 2026, Plaintiff, through counsel, submitted a written PAGA notice
16 to the LWDA via online submission and served the notice on Defendants Prince Hospitality and
17 Mehr Consultancy by certified mail, as required by Labor Code section 2699.3.

18 13. The PAGA notice set forth the facts and theories of California Labor Code
19 violations alleged against Defendants, including violations of Labor Code sections 201, 203, 204,
20 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1198, and 2802, and the applicable IWC
21 Wage Order No. 5-2001.
22

23 14. More than 65 calendar days have elapsed since the PAGA notice was submitted to
24 the LWDA. The LWDA has not provided notice that it intends to investigate the alleged violations.
25 Defendants have not submitted any cure notice or proposal to cure, have not cured any alleged
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1 violation for which cure is permitted, and have not otherwise responded in a manner that bars this
2 action.

3 15. Plaintiff has satisfied all prerequisites to maintaining a PAGA action pursuant to
4 Labor Code section 2699.3 and is authorized to commence this civil action to recover civil
5 penalties on behalf of the State of California and all Aggrieved Employees.

6 16. The “Aggrieved Employees” include Plaintiff and all other persons who worked
7 for Defendants in California as non-exempt or hourly-paid employees at the Hampton Inn and
8 Homewood Suites properties located in Santa Clarita, California, at any time from March 12, 2025
9 through August 25, 2025.
10

11 17. Plaintiff will provide to the LWDA, through the PAGA Filing Portal, a file-stamped
12 copy of this Complaint, including the case number assigned by the Court, within 10 days following
13 commencement of this action.
14

15 **FEHA ADMINISTRATIVE EXHAUSTION**

16 18. Plaintiff has exhausted the administrative prerequisites applicable to her FEHA
17 claims. Plaintiff timely submitted an intake form and/or administrative complaint to the California
18 Civil Rights Department on May 19, 2026, and thereafter received an immediate Right-to-Sue
19 notice on May 19, 2026. A true and correct copy of the Right-to-Sue notice is attached hereto as
20 Exhibit A.
21

22 19. This Complaint is timely filed within the applicable statute of limitations period.
23

24 **GENERAL ALLEGATIONS**

25 20. At all relevant times, each Defendant was an employer within the meaning of the
26 California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order
27 No. 5-2001. Defendants employed Plaintiff and other non-exempt, hourly-paid employees in
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1 California and were subject to all applicable provisions of the California Labor Code and IWC
2 Wage Orders.

3 21. Plaintiff and the Aggrieved Employees were non-exempt, hourly-paid employees
4 who regularly worked more than eight hours in a workday and/or more than forty hours in a
5 workweek. Plaintiff was paid an hourly wage of \$22.75.

6 22. Defendants maintained common, uniform policies and practices applicable to
7 Plaintiff and the Aggrieved Employees that resulted in the Labor Code violations described herein.
8

9 23. Plaintiff's duties included distributing supplies, answering operational questions,
10 inspecting rooms, and supervising housekeeping, laundry, and houseman staff across the Hampton
11 Inn and Homewood Suites located on the Property. Plaintiff was responsible for housekeeping
12 operations at both hotels on the Property, encompassing a combined inventory of approximately
13 185 rooms.

14 24. At all relevant times, Defendants typically scheduled Plaintiff and the Aggrieved
15 Employees to work at least five days per week and at least eight hours per day. Plaintiff and the
16 Aggrieved Employees regularly worked more than eight hours in a workday and more than forty
17 hours in a workweek.
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19 **TIME-EDITING AND OFF-THE-CLOCK PRACTICES**

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21 25. Plaintiff's hours were recorded through Defendants' timekeeping system. Plaintiff
22 and the Aggrieved Employees were also required to use a mobile application on their personal
23 cellular phones to track room assignments, document work progress, communicate with
24 management, and report status.
25

26 26. Defendants, through their General Manager and other management personnel,
27 maintained a practice of adjusting employees' recorded time entries to reduce or eliminate
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1 recorded overtime. When Plaintiff and other Aggrieved Employees worked beyond their scheduled
2 hours due to staffing levels and operational demands, the General Manager adjusted clock-out
3 times to show that employees left on schedule and, in some instances, adjusted clock-in times to
4 show that employees arrived late. These adjustments resulted in the under-reporting of hours
5 actually worked and the systematic non-payment of overtime wages.

6 27. Defendants initially confirmed these time-entry adjustments by email to affected
7 employees. When management recognized that these emails created an evidentiary record of the
8 adjustments, Defendants altered the practice and required employees to verify their time entries
9 directly through the timekeeping system. Plaintiff and other Aggrieved Employees retained copies
10 of email and text-message records reflecting time-entry adjustments. On information and belief,
11 approximately a dozen or more employees filed complaints with the California Labor
12 Commissioner regarding these timekeeping practices.

13 28. Defendants further required Plaintiff and other Aggrieved Employees to complete
14 mandatory safety and emergency training off the clock. Although the trainings were required by
15 hotel brand standards and were to be completed on company time using company-provided
16 computers, Defendants' General Manager fabricated training records and had employees sign
17 forms falsely attesting that the trainings had been completed on the clock. These off-the-clock
18 training obligations were imposed as part of management practice and were not voluntarily
19 performed by employees.
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23 **MEAL AND REST PERIOD PRACTICES**

24 29. Defendants maintained policies and practices that resulted in noncompliant meal
25 and rest periods. Plaintiff and the Aggrieved Employees were subject to workloads, staffing levels,
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1 and operational demands across two hotels totaling approximately 185 rooms that made it difficult
2 or impossible to take compliant meal and rest periods.

3 30. Plaintiff was often required to take a recorded meal period but continued
4 performing work during all or part of that meal period because of workload, understaffing, room
5 demand, and pressure to complete rooms and supervise staff. Meal periods were sometimes
6 shortened or interrupted, and on busy days they were taken after the fifth hour of work. Plaintiff
7 and the Aggrieved Employees were required to monitor and respond to their personal cellular
8 phones at all times, including during any attempted meal periods, defeating the duty-free nature of
9 those periods. When Plaintiff and the Aggrieved Employees worked more than ten hours in a day,
10 Defendants did not provide a compliant second meal period.
11

12 31. Defendants failed to authorize and permit duty-free rest periods. Plaintiff and the
13 Aggrieved Employees did not receive compliant ten-minute rest periods and were required to
14 remain available and to monitor their personal cellular phones at all times, including during any
15 attempted rest periods. Because of understaffing, high room counts, and the constant phone-
16 monitoring requirement, rest periods were effectively omitted, interrupted, or cut short.
17

18 **UNREIMBURSED BUSINESS EXPENSES**

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20 32. Defendants required Plaintiff and the Aggrieved Employees to use their personal
21 cellular phones for work-related purposes, including downloading and using a housekeeping
22 application to receive room assignments, report status, and document work; communicating with
23 management and staff; and verifying time records. Defendants did not reimburse Plaintiff or other
24 Aggrieved Employees for required cellular-phone use or application-related expenses.
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1 **WAGE STATEMENT AND RECORDKEEPING PRACTICES**

2 33. Because Defendants failed to pay all hours worked, failed to pay overtime, failed
3 to pay meal and rest period premiums, and adjusted time entries to reduce recorded hours, the wage
4 statements furnished to Plaintiff and the Aggrieved Employees did not accurately reflect all hours
5 worked, all wages earned, all applicable rates of pay, or all premium wages due.

6 34. Defendants failed to maintain accurate payroll and time records. Management
7 adjusted time entries, off-the-clock trainings were not recorded as compensable time, and meal
8 periods were recorded in the timekeeping system even when work continued during all or part of
9 the period.
10

11 **UNTIMELY PAYMENT OF WAGES DURING EMPLOYMENT**

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13 35. Plaintiff and the Aggrieved Employees were paid on a recurring twice-monthly
14 schedule. On occasions during Plaintiff's employment, Defendants failed to timely pay earned
15 wages, and Plaintiff and other employees were required to wait for paper checks to be issued
16 following deposit problems. In addition, Defendants' time-editing, off-the-clock work, and meal-
17 and-rest-period practices resulted in the untimely payment of wages earned within each pay period.
18 Defendants' failure to timely pay wages violated Labor Code section 204 and constitutes an
19 unlawful business practice under Business and Professions Code section 17200. The same conduct
20 also supports Plaintiff's representative PAGA claim for civil penalties, as alleged below.
21

22 **DISCRIMINATION AND HARASSMENT BASED ON RACE AND NATIONAL**

23 **ORIGIN**

24 36. Plaintiff is, and at all relevant times was, a member of protected classes under
25 FEHA based on her race, national origin, ethnicity, and/or association with and opposition to
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1 discrimination against employees and applicants based on race, national origin, ethnicity, and
2 language. Plaintiff is non-Hispanic and does not speak or understand Spanish.

3 37. In or about March 2025, after Carla Ira became General Manager, Defendants'
4 management began conducting employee meetings, including meetings Plaintiff was required to
5 attend in her capacity as Housekeeping Manager, exclusively or predominantly in Spanish without
6 providing real-time English translation. Prior management had provided translation during
7 employee meetings, demonstrating that translation was available, feasible, and previously part of
8 Defendants' meeting practice.
9

10 38. Plaintiff informed Carla Ira that Plaintiff did not understand Spanish and could not
11 meaningfully participate in or understand the meetings. Rather than provide real-time translation,
12 Carla Ira responded in substance that she could translate for Plaintiff later. This practice excluded
13 Plaintiff from communications concerning the staff she supervised, undermined Plaintiff's
14 authority as Housekeeping Manager, impaired her ability to perform her job duties, and isolated
15 her from Spanish-speaking employees and management.
16

17 39. Plaintiff is informed and believes, and on that basis alleges, that Defendants'
18 management also engaged in discriminatory hiring and staffing practices based on race, national
19 origin, ethnicity, and/or language. On one occasion, two Black female applicants with
20 housekeeping experience had submitted applications, interviewed, and were approved for hire.
21 Carla Ira opposed hiring them and stated in substance that the management company did not like
22 Black people. Plaintiff is informed and believes that Ryan Garcia, Plaintiff's supervisor at the time,
23 witnessed this statement. Defendants thereafter hired Hispanic and/or Spanish-speaking applicants
24 instead.
25

26 40. Plaintiff is informed and believes, and on that basis alleges, that after Carla Ira
27 became General Manager, Defendants favored Spanish-speaking applicants and employees,
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1 including by hiring Spanish-speaking employees with little or no relevant experience while
2 disfavoring non-Spanish-speaking and/or Black applicants and employees. Plaintiff further
3 observed that Wesley, a Black kitchen manager and long-term employee, was treated poorly by
4 management, further reflecting a pattern of race-, national-origin-, ethnicity-, and language-based
5 discriminatory treatment at the Property.

6 41. Defendants, including Mehr Consultancy as the entity responsible for human-
7 resources administration at the Property, knew or should have known of the discriminatory and
8 harassing conduct described above and failed to take immediate and appropriate corrective action.
9 Plaintiff complained to Human Resources regarding discrimination, humiliation, and exclusion
10 based on her non-Hispanic origin and inability to speak or understand Spanish, but Defendants
11 failed to take appropriate corrective action and instead terminated Plaintiff shortly thereafter.
12

13 **PROTECTED ACTIVITY AND RETALIATORY DISCHARGE**

14 42. On or about August 21, 2025, Plaintiff submitted a detailed written complaint by
15 email to Defendants' Human Resources Manager, Daeja J. Duarte of Mehr Consultancy, regarding
16 workplace conduct Plaintiff reasonably believed to be unlawful or in violation of fundamental
17 public policy. Plaintiff's written complaint included, among other things, the following
18 disclosures:
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- 21 (a) The General Manager required mandatory safety and emergency training to be performed
22 off the clock and fabricated training records attesting that the training had been completed
23 on the clock;
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25 (b) The General Manager's management of staffing and time resulted in unpaid overtime and
26 excessive overtime burdens on employees;
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1 (c) The General Manager engaged in and tolerated discriminatory practices based on race,
2 national origin, and language, including the conduct of employee meetings only in Spanish,
3 without translation, despite Plaintiff's documented lack of Spanish-language proficiency
4 and despite prior management's practice of providing translation;

5 (d) The General Manager engaged in favoritism, gossiped about employees in violation of
6 expectations of confidentiality, and permitted other employees to host gatherings and
7 consume alcohol on company premises;

8 (e) Unsafe and unlawful practices were permitted on the Property, including the maintenance
9 manager's pattern of bringing women into vacant guest rooms during off-hours, which
10 Plaintiff reasonably believed posed a safety and liability risk to Defendants and their
11 guests; and
12

13 (f) Plaintiff had been humiliated and discriminated against based on her non-Hispanic origin
14 and her inability to speak or understand Spanish.
15

16 43. On August 22, 2025, Daeja J. Duarte, on behalf of Mehr Consultancy,
17 acknowledged receipt of Plaintiff's written complaint by email reply stating, in substance, that the
18 complaint had been received and was being reviewed.

19 44. Plaintiff's August 21, 2025 written complaint constituted protected activity under
20 California Labor Code section 1102.5 and under the fundamental public policies of the State of
21 California, including those reflected in the California Labor Code and the California Fair
22 Employment and Housing Act.
23

24 45. Plaintiff is informed and believes, and on that basis alleges, that shortly before
25 Plaintiff submitted her August 21, 2025 written complaint, Defendants, through the General
26 Manager, issued Plaintiff a written disciplinary memorandum entitled "Disciplinary Job
27 Performance Letter" purporting to place Plaintiff on a fourteen-day performance-monitoring
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1 period. The disciplinary memorandum recited pretextual reasons for discipline, including alleged
2 “misscommunication between departments,” “ongoing refusals to follow instructions,” and
3 “attendance problems,” and stated that Plaintiff’s “progress will be monitored closely for the next
4 14 days” and that Plaintiff and her supervisor would “meet at the end of 14 days to review [her]
5 progress.”

6 46. On August 25, 2025—four days after Plaintiff submitted her written complaint to
7 HR and three days after HR acknowledged receipt of the complaint—Defendants terminated
8 Plaintiff’s employment. Defendants did not honor the fourteen-day performance-monitoring
9 period purportedly established by the disciplinary memorandum. Defendants ostensibly justified
10 the termination on the basis of “attendance.”

12 47. The temporal proximity between Plaintiff’s protected activity and her termination,
13 Defendants’ abandonment of the purported fourteen-day performance-monitoring period, and the
14 pretextual nature of the stated reason for termination demonstrate that the actual reason for
15 Plaintiff’s discharge was retaliation for Plaintiff’s protected activity.
16

17 **SEPARATION AND FINAL PAY**

18
19 48. Defendants issued Plaintiff a final paycheck on August 25, 2025. The final
20 paycheck did not include all wages then due and owing, including unpaid straight-time wages,
21 unpaid overtime wages, and meal and rest period premium wages. Defendants also failed to
22 reimburse Plaintiff for necessary business expenses incurred during her employment, including
23 required personal cellular-phone and application-related expenses.

24 49. Defendants’ failure to pay all wages due at separation was willful.

25 50. As a direct and proximate result of Defendants’ conduct, Plaintiff has suffered
26 damages and other harm in an amount according to proof.
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FIRST CAUSE OF ACTION

Failure to Pay Minimum and Straight-Time Wages for All Hours Worked

(Individual Claim – Lab. Code §§ 1194, 1197, 1198; IWC Wage Order No. 5-2001)

51. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

52. California Labor Code sections 1194, 1197, and 1198, and the applicable IWC Wage Order No. 5-2001, require employers to pay non-exempt employees at least the applicable minimum wage and all wages owed for all hours worked, including all time during which the employee is subject to the employer's control.

53. At all relevant times, Defendants maintained policies and practices that resulted in the failure to pay Plaintiff minimum and straight-time wages for all hours worked. Defendants required or permitted off-the-clock work, including safety and emergency training performed off the clock and work performed during recorded meal periods. Plaintiff also continued to perform supervisory or operational duties during purported unpaid meal periods because of staffing levels, room demand, and management expectations. In addition, management adjusted time entries in a manner that reduced recorded hours and eliminated compensable time.

54. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial, including unpaid minimum wages and unpaid straight-time wages, prejudgment interest, liquidated damages pursuant to Labor Code section 1194.2 to the extent based on unpaid minimum wages, and reasonable attorney's fees and costs of suit pursuant to Labor Code section 1194.

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63. Defendants did not pay Plaintiff and the Aggrieved Employees the meal period premium wages required by Labor Code section 226.7(c) for each day a compliant meal period was not provided.

64. As a direct and proximate result, Plaintiff has suffered damages including unpaid meal period premium wages, interest, attorney's fees, and costs.

FOURTH CAUSE OF ACTION

Rest Period Violations

(Individual Claim – Lab. Code § 226.7; IWC Wage Order No. 5-2001)

65. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

66. California Labor Code section 226.7 and the applicable IWC Wage Order require employers to authorize and permit non-exempt employees to take a net ten-minute, uninterrupted, duty-free rest period for every four hours worked or major fraction thereof.

67. Defendants failed to authorize and permit Plaintiff to take compliant rest periods. Because of chronic workload, understaffing, and the requirement that Plaintiff monitor and respond to her personal cellular phone at all times, rest periods were effectively omitted, interrupted, or cut short. Defendants also failed to pay rest period premium wages for days on which compliant rest periods were not authorized or permitted.

68. As a direct and proximate result, Plaintiff has suffered damages including unpaid rest period premium wages, interest, attorney's fees, and costs.

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1 occurred and \$100 for each violation in a subsequent pay period, not to exceed an aggregate of
2 \$4,000, together with costs and reasonable attorney's fees.

3 75. Plaintiff therefore seeks all relief available under Labor Code section 226, including
4 statutory damages, costs, reasonable attorney's fees, and injunctive relief as authorized by law.
5

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Reimburse Necessary Business Expenses**

8 (Individual Claim – Lab. Code § 2802)

9 76. Plaintiff realleges and incorporates by reference each and every allegation set forth
10 above as though fully set forth herein.
11

12 77. California Labor Code section 2802(a) requires employers to indemnify employees
13 for all necessary expenditures or losses incurred in direct consequence of the discharge of their
14 duties. Awards under section 2802 carry interest from the date the employee incurred the necessary
15 expenditure or loss, and recoverable necessary expenditures include reasonable costs, including
16 attorney's fees, incurred in enforcing the rights granted by the statute.
17

18 78. Defendants required Plaintiff to use her personal cellular phone for work-related
19 purposes, including downloading and using a housekeeping application, receiving assignments,
20 documenting work status, communicating with management and staff, and verifying time records.
21 Defendants knew or had reason to know that Plaintiff was incurring these necessary business
22 expenditures in direct consequence of her job duties, yet failed to reimburse or indemnify Plaintiff
23 for them, in violation of Labor Code section 2802(a).
24

25 79. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
26 damages in an amount to be proven at trial, including unreimbursed business expenses, interest as
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provided by Labor Code section 2802(b), and reasonable attorney's fees and costs pursuant to Labor Code section 2802(c).

SEVENTH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Separation; Waiting Time Penalties

(Individual Claim – Lab. Code §§ 201, 203)

80. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

81. California Labor Code section 201(a) requires that when an employer discharges an employee, all wages earned and unpaid at the time of discharge are due and payable immediately.

82. Defendants discharged Plaintiff on August 25, 2025. Although Defendants issued a final paycheck on that date, the final paycheck did not include all wages then due and owing, including unpaid straight-time wages, unpaid overtime wages, and meal and rest period premium wages. Defendants also failed to separately reimburse Plaintiff for necessary business expenses, including required personal cellular-phone and application-related expenses, as alleged above.

83. Defendants' failure to pay all wages due at separation was willful within the meaning of Labor Code section 203. As a result, Plaintiff is entitled to waiting time penalties equal to her daily rate of wages for each day that wages remained unpaid, up to a maximum of thirty days, together with prejudgment interest and costs.

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EIGHTH CAUSE OF ACTION

Discrimination on the Basis of Race and National Origin in Violation of FEHA

(Individual Claim – Gov. Code § 12940(a))

84. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

85. At all relevant times, Government Code section 12940(a) made it an unlawful employment practice for an employer to discriminate against any person in the terms, conditions, or privileges of employment because of race or national origin, or to discharge any person from employment because of race or national origin.

86. At all relevant times, Plaintiff was a member of protected classes under FEHA based on her race and national origin. Plaintiff was qualified for her position and was performing competently in the position she held.

87. Plaintiff is non-Hispanic and does not speak or understand Spanish. Defendants, through their managing agents and supervisors, subjected Plaintiff to discriminatory terms, conditions, and privileges of employment because of her race, national origin, ethnicity, and/or language characteristics associated with national origin, including by conducting required employee meetings exclusively or predominantly in Spanish without real-time English translation, excluding Plaintiff from communications with the staff she supervised, undermining Plaintiff's authority over her department, treating Plaintiff less favorably than similarly situated Spanish-speaking employees and employees of different races, national origins, and/or ethnicities, issuing pretextual discipline, and ultimately terminating Plaintiff's employment. Defendants' discriminatory conduct also included race-, national-origin-, ethnicity-, and language-based

1 staffing and hiring practices, including statements by management reflecting bias against Black
2 applicants and a preference for Spanish-speaking applicants and employees.

3 88. Plaintiff's race and national origin were substantial motivating factors in
4 Defendants' adverse employment actions, including her termination on August 25, 2025.

5 89. As a direct and proximate result of Defendants' unlawful discrimination, Plaintiff
6 has suffered and continues to suffer damages, including lost past and future wages, lost benefits,
7 lost employment opportunities, emotional distress, humiliation, mental anguish, and other
8 consequential harm, in an amount according to proof.
9

10 90. Defendants' conduct was undertaken by, ratified by, or known to managing agents
11 of Defendants, was malicious, oppressive, and/or fraudulent, and was undertaken with conscious
12 disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in an amount
13 sufficient to punish Defendants and deter similar conduct. Plaintiff is also entitled to recover
14 reasonable attorney's fees and costs pursuant to Government Code section 12965.
15

16 **NINTH CAUSE OF ACTION**

17 **Harassment on the Basis of Race and National Origin in Violation of FEHA**

18 (Individual Claim – Gov. Code § 12940(j))
19

20 91. Plaintiff realleges and incorporates by reference each and every allegation set forth
21 above as though fully set forth herein.

22 92. At all relevant times, Government Code section 12940(j) made it an unlawful
23 employment practice for an employer or any other person to harass an employee because of race
24 or national origin.
25

26 93. Plaintiff was subjected to unwelcome harassment based on her race, national origin,
27 ethnicity, and/or language characteristics associated with national origin by Defendants' General
28

1 Manager and other agents and employees, including repeatedly conducting required meetings and
2 workplace communications exclusively or predominantly in Spanish without real-time English
3 translation despite Plaintiff's known inability to understand Spanish; dismissing Plaintiff's request
4 for translation by stating that translation could occur later rather than during the meetings;
5 excluding Plaintiff from communications concerning the employees she supervised; isolating,
6 humiliating, and undermining Plaintiff in front of subordinates and coworkers; making or
7 permitting statements and conduct reflecting hostility toward non-Hispanic, non-Spanish-
8 speaking, and Black employees and applicants; and otherwise engaging in conduct designed to
9 isolate, humiliate, and demean Plaintiff because of her race, national origin, ethnicity, and/or
10 language.
11

12 94. The harassing conduct was sufficiently severe or pervasive to alter the conditions
13 of Plaintiff's employment and create a working environment that a reasonable person in Plaintiff's
14 position would find, and that Plaintiff did find, intimidating, hostile, and abusive.
15

16 95. Defendants and their managing agents knew or should have known of the harassing
17 conduct and failed to take immediate and appropriate corrective action.

18 96. As a direct and proximate result of Defendants' unlawful harassment, Plaintiff has
19 suffered and continues to suffer damages, including emotional distress, humiliation, mental
20 anguish, lost wages and benefits, and other consequential harm, in an amount according to proof.

21 97. Defendants' conduct was undertaken by, ratified by, or known to managing agents
22 of Defendants, was malicious, oppressive, and/or fraudulent, and was undertaken with conscious
23 disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in an amount
24 sufficient to punish Defendants and deter similar conduct. Plaintiff is also entitled to recover
25 reasonable attorney's fees and costs pursuant to Government Code section 12965.
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1 102. Plaintiff's protected activity was a substantial motivating factor in Defendants'
2 adverse employment actions, as evidenced by the close temporal proximity between Plaintiff's
3 complaint and her termination, Defendants' abandonment of the purported performance-
4 monitoring period, and the pretextual nature of the stated reason for termination.

5 103. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff has
6 suffered and continues to suffer damages, including lost past and future wages, lost benefits, lost
7 employment opportunities, emotional distress, humiliation, mental anguish, and other
8 consequential harm, in an amount according to proof.

9 104. Defendants' conduct was undertaken by, ratified by, or known to managing agents
10 of Defendants, was malicious, oppressive, and/or fraudulent, and was undertaken with conscious
11 disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in an amount
12 sufficient to punish Defendants and deter similar conduct. Plaintiff is also entitled to recover
13 reasonable attorney's fees and costs pursuant to Government Code section 12965.
14

15
16 **ELEVENTH CAUSE OF ACTION**

17 **Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of FEHA**

18 (Individual Claim – Gov. Code § 12940(k))
19

20 105. Plaintiff realleges and incorporates by reference each and every allegation set forth
21 above as though fully set forth herein.

22 106. At all relevant times, Government Code section 12940(k) made it an unlawful
23 employment practice for an employer to fail to take all reasonable steps necessary to prevent
24 discrimination, harassment, and retaliation from occurring.

25 107. Plaintiff was subjected to unlawful discrimination, harassment, and retaliation on
26 the basis of race, national origin, and protected activity, as alleged above.
27
28

108. Defendants failed to take all reasonable steps necessary to prevent the discrimination, harassment, and retaliation described herein. Among other things, Defendants failed to maintain and enforce adequate anti-discrimination, anti-harassment, and anti-retaliation policies; failed to provide adequate training to managers and supervisors, including the General Manager; failed to provide real-time English translation during required workplace meetings despite knowing Plaintiff could not understand Spanish; failed to investigate Plaintiff's August 21, 2025 written complaint adequately or at all; failed to take prompt remedial action in response to Plaintiff's complaints regarding language-based exclusion, discrimination, humiliation, and unfair treatment; failed to address management's alleged discriminatory hiring and staffing practices; and instead terminated Plaintiff shortly after she complained to Human Resources.

109. As a direct and proximate result of Defendants' failure to take all reasonable steps to prevent discrimination, harassment, and retaliation, Plaintiff has suffered and continues to suffer damages, including lost past and future wages, lost benefits, lost employment opportunities, emotional distress, humiliation, mental anguish, and other consequential harm, in an amount according to proof. Plaintiff is also entitled to recover reasonable attorney's fees and costs pursuant to Government Code section 12965.

TWELFTH CAUSE OF ACTION

Retaliation in Violation of Labor Code § 1102.5

(Individual Claim)

110. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

111. California Labor Code section 1102.5(b) prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee, or

1 to another employee who has the authority to investigate, discover, or correct the violation or
2 noncompliance, where the employee has reasonable cause to believe that the information discloses
3 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
4 federal rule or regulation.

5 112. Plaintiff engaged in activity protected by Labor Code section 1102.5(b) when, on
6 August 21, 2025, she submitted a written complaint to Defendants' Human Resources Manager,
7 an individual with authority to investigate, discover, and correct the matters disclosed, that
8 disclosed conduct Plaintiff reasonably believed to violate state and federal statutes, rules, and
9 regulations. Plaintiff's disclosures included, among other things: the off-the-clock performance
10 and fabrication of mandatory safety and emergency training; chronic understaffing and time-
11 keeping practices resulting in unpaid and underpaid wages; race-, national-origin-, and language-
12 based discrimination, including the conduct of employee meetings solely in Spanish without
13 translation; and unsafe and unlawful practices on the premises.

14
15 113. Plaintiff had reasonable cause to believe that the conduct she disclosed violated
16 state and federal law, including but not limited to the California Labor Code, the California Fair
17 Employment and Housing Act, Title VII of the Civil Rights Act of 1964, and applicable health-
18 and-safety laws and regulations.

19
20 114. Defendants took adverse employment action against Plaintiff, including by issuing
21 a pretextual disciplinary memorandum and terminating Plaintiff's employment on August 25,
22 2025—four days after Plaintiff's protected disclosure and three days after Defendants'
23 acknowledgment of receipt of the disclosure.

24
25 115. Plaintiff's protected activity was a contributing factor in Defendants' adverse
26 employment actions, as evidenced by the close temporal proximity between Plaintiff's complaint
27 and her termination, Defendants' abandonment of the purported fourteen-day performance-
28

1 monitoring period, and the pretextual nature of the stated reason for termination. Defendants
2 cannot demonstrate by clear and convincing evidence that they would have taken the same action
3 for legitimate, independent reasons.

4 116. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered
5 and continues to suffer damages, including lost wages and benefits, lost employment opportunities,
6 emotional distress, and other harm, in an amount according to proof. Plaintiff is also entitled to
7 civil penalties pursuant to Labor Code section 1102.5(f), reasonable attorney's fees pursuant to
8 Labor Code section 1102.5(j), and all other relief available under law.
9

10 117. Defendants' acts were undertaken with malice, oppression, and/or fraud, and with
11 conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in
12 an amount sufficient to deter Defendants and others similarly situated.
13

14 **THIRTEENTH CAUSE OF ACTION**

15 **Wrongful Termination in Violation of Public Policy**

16 (Individual Claim)

17 118. Plaintiff realleges and incorporates by reference each and every allegation set forth
18 above as though fully set forth herein.
19

20 119. California has established fundamental public policies, embodied in constitutional
21 and statutory provisions, that prohibit employers from terminating employees for (a) opposing or
22 complaining about discrimination and harassment, (b) complaining about unpaid wages or other
23 wage-and-hour violations, and (c) reporting or refusing to participate in unlawful or unsafe
24 practices, including falsification of required record.
25

26 120. On August 21, 2025, Plaintiff engaged in protected activity by submitting a written
27 complaint to Defendants' Human Resources Manager opposing and reporting conduct Plaintiff
28

1 reasonably believed to be unlawful, including wage-and-hour violations, race- and national-origin-
2 based discrimination, and the fabrication of safety training records.

3 121. Defendants terminated Plaintiff's employment on August 25, 2025 because of her
4 protected complaints and opposition activity. Defendants knew of Plaintiff's protected complaint
5 when the termination decision was made, and the close temporal proximity between Plaintiff's
6 August 21, 2025 complaint and her August 25, 2025 termination supports an inference that her
7 protected activity was a substantial motivating reason for the termination.
8

9 122. As a direct and proximate result of Defendants' wrongful termination, Plaintiff has
10 suffered and continues to suffer damages, including past and future lost wages and benefits, lost
11 employment opportunities, emotional distress, and other harm, in an amount according to proof.

12 123. Defendants' acts were undertaken with malice, oppression, and/or fraud, and with
13 conscious disregard of Plaintiff's rights. Plaintiff is informed and believes, and on that basis
14 alleges, that Defendants' conduct was carried out, authorized, and/or ratified by one or more
15 officers, directors, or managing agents of Defendants, entitling Plaintiff to punitive and exemplary
16 damages in an amount sufficient to punish Defendants and deter similar conduct..
17

18 **FOURTEENTH CAUSE OF ACTION**

19 **Unfair Business Practices**

20 (Individual Claim – Bus. & Prof. Code § 17200 et seq.)

21
22 124. Plaintiff realleges and incorporates by reference each and every allegation set forth
23 above as though fully set forth herein.

24 125. California Business and Professions Code section 17200 et seq. prohibits any
25 unlawful, unfair, or fraudulent business act or practice.
26
27
28

1 126. Defendants' policies and practices as alleged herein, including their failure to pay
2 all wages owed, their failure to provide compliant meal and rest periods, their failure to reimburse
3 necessary business expenses, their failure to furnish accurate itemized wage statements, their
4 failure to timely pay wages, and their other unlawful wage-and-hour practices, constitute unlawful,
5 unfair, and/or fraudulent business practices within the meaning of Business and Professions Code
6 section 17200.

7 127. Defendants' practices were unlawful in that they violated the California Labor Code
8 and applicable IWC Wage Orders as described above. Defendants' practices were unfair in that
9 they offend established public policy and are substantially injurious to Plaintiff.
10

11 128. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
12 has suffered injury in fact and has lost money or property, including unpaid wages and
13 unreimbursed business expenses. Plaintiff seeks restitution and such equitable relief as is available
14 under Business and Professions Code section 17200 et seq.
15

16 129. As a direct result of Defendants' unlawful and unfair business practices, Defendants
17 obtained money and property that rightfully belong to Plaintiff and retained an unfair competitive
18 advantage over law-abiding employers.

19 130. Plaintiff seeks restitution, equitable relief, and all other relief available under
20 Business and Professions Code section 17203.
21

22 **FIFTEENTH CAUSE OF ACTION**

23 **PAGA Civil Penalties**

24 (Representative Claim – Lab. Code § 2699 et seq.)
25

26 131. Plaintiff realleges and incorporates by reference each and every allegation set forth
27 above as though fully set forth herein.
28

1 132. Plaintiff brings this representative action on behalf of the State of California and all
2 aggrieved employees, defined as all persons who worked for Defendants in California as non-
3 exempt or hourly-paid employees at the Hampton Inn and Homewood Suites properties located in
4 Santa Clarita, California, at any time from March 12, 2025 through August 25, 2025 (the
5 “Aggrieved Employees”). Plaintiff alleges that, during the relevant period, Defendants maintained
6 common and uniform policies and practices that resulted in the Labor Code and wage order
7 violations alleged in this Complaint.
8

9 133. Plaintiff has standing to pursue civil penalties in a representative capacity because
10 she was employed by Defendants and personally suffered each of the Labor Code violations
11 alleged herein.

12 134. Plaintiff satisfied the required pre-suit notice and exhaustion procedures by
13 submitting written notice to the state labor agency through its online filing system on March 12,
14 2026, and by providing notice to Defendants by certified mail . Plaintiff’s notice identified the
15 specific Labor Code provisions at issue and included the facts and theories supporting the alleged
16 violations . More than the required waiting period elapsed after submission of the notice, the
17 agency did not provide notice of its intent to investigate within the statutory timeframe, and
18 Defendants did not timely and fully cure in a manner that would bar some or all of the civil
19 penalties sought in this action.
20

21 135. Defendants violated the following provisions of the California Labor Code and
22 applicable IWC Wage Order with respect to Plaintiff and the Aggrieved Employees, subjecting
23 Defendants to civil penalties under Labor Code sections 2699(a) and/or 2699(f), including sections
24 558 and 226.3 where applicable, and subject to Labor Code section 2699(i):
25

26 (a) Labor Code sections 1194, 1197, and 1198 – Failure to pay minimum and straight-time
27 wages for all hours worked;
28

- 1 (b) Labor Code section 510 – Failure to pay overtime wages;
- 2 (c) Labor Code sections 226.7 and 512 – Failure to provide compliant meal periods and failure
- 3 to pay meal period premiums;
- 4 (d) Labor Code section 226.7 – Failure to authorize and permit compliant rest periods and
- 5 failure to pay rest period premiums;
- 6 (e) Labor Code section 226(a) – Failure to furnish accurate itemized wage statements;
- 7 (f) Labor Code section 2802 – Failure to reimburse necessary business expenses;
- 8 (g) Labor Code section 204 – Failure to timely pay wages during employment;
- 9 (h) Labor Code section 1174(d) – Failure to maintain accurate payroll and time records; and
- 10 (i) Labor Code sections 201 and 203 – Failure to pay all wages due upon separation and
- 11 waiting-time penalties, to the extent recoverable under PAGA and subject to Labor Code
- 12 section 2699(i).
- 13

14 136. Plaintiff therefore seeks all recoverable civil penalties under Labor Code sections

15 2699(a) and 2699(f), including sections 558 and 226.3 where applicable and subject to Labor Code

16 section 2699(i), together with reasonable attorneys’ fees and costs and such injunctive relief as

17 may be authorized by Labor Code section 2699(k)(1).

18

19 137. Civil penalties recovered in this action shall be distributed in the manner provided

20 by Labor Code section 2699(m).

21

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff Jennifer Dewey Hagan prays for judgment against

24 Defendants as follows:

25

26 *As to the Individual Claims (First through Fourteenth Causes of Action):*

27

28

1. Unpaid minimum wages, straight-time wages, and overtime wages, in an amount to be proven at trial;
2. Meal period premium wages and rest period premium wages, in an amount to be proven at trial;
3. Liquidated damages pursuant to Labor Code section 1194.2, in an amount equal to unpaid minimum wages and interest thereon;
4. Waiting time penalties pursuant to Labor Code section 203;
5. Statutory damages pursuant to Labor Code section 226(e), and injunctive relief pursuant to Labor Code section 226(h), as applicable;
6. Restitution pursuant to Business and Professions Code section 17203 of all money or property acquired or withheld by means of unfair competition;
7. Reimbursement of all necessary business expenses pursuant to Labor Code section 2802;
8. Compensatory damages for past and future lost wages, benefits, and employment opportunities, and for emotional distress, humiliation, mental anguish, and other consequential harm caused by Defendants' discrimination, harassment, retaliation, failure to prevent, and wrongful termination, in an amount according to proof;
9. Punitive and exemplary damages on the Eighth, Ninth, Tenth, Twelfth, and Thirteenth Causes of Action in an amount sufficient to punish Defendants and deter similar conduct;
10. Civil penalties pursuant to Labor Code section 1102.5(f);
11. Prejudgment interest as permitted by law;
12. Reasonable attorney's fees and costs of suit pursuant to Government Code section 12965, Labor Code sections 226(e), 1102.5(j), 1194, and 2802(c), Code of Civil Procedure section 1021.5, and any other applicable law;

1 13. Equitable relief, including restitution under Business and Professions Code section 17203,
2 and any injunctive or other equitable relief available to Plaintiff individually under
3 applicable law;

4 ***As to the PAGA Claim (Fifteenth Cause of Action):***

5 14. Civil penalties pursuant to Labor Code sections 2699(a) and 2699(f), including Labor Code
6 sections 558 and 226.3 where applicable, in an amount to be proven at trial, subject to proof
7 and any applicable statutory limitations, to be distributed 65% to the LWDA and 35% to
8 Aggrieved Employees;

10 15. Injunctive relief as authorized by Labor Code section 2699(k)(1), where appropriate;

11 16. Reasonable attorney's fees and costs pursuant to Labor Code section 2699(k)(1);

12 ***As to All Claims:***

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

15 **DEMAND FOR JURY TRIAL**

16
17 Plaintiff JENNIFER DEWEY HAGAN demands a jury trial as to the First through
18 Fourteenth Causes of Action and all issues triable by jury thereunder. Plaintiff's Fifteenth
19 Cause of Action for civil penalties under PAGA is to be tried by the Court.
20

21 Dated: May 21, 2026,

JHP FIRM, INC.

24 BY:

25 
26 Armig Khodanian, Esq.
27 Attorneys for PLAINTIFF,
28 **JENNIFER DEWEY HAGAN**