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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

Assigned for All Purposes
Judge Theodore Howard

Case No: 30-2026-01554031-CU-OE-CJC

EVELIA GALLARDO

Plaintiff,

v.

SKY PALM MOTEL; VILLA 2085,
LLC; CATALINA HOSPITALITY,
LLC; PRAKASH MISTRY;
JYOTIKA MISTRY

Defendants.

COMPLAINT FOR DAMAGES

1. Violation of Minimum Wage Provisions, Cal. Labor Code §§ 1194, 1197.1
2. Violation Of Overtime Provisions, Cal. Labor Code § 1194, 510
3. Violation of Double Time Provisions, Cal. Labor Code § 510
4. Failure to Provide Meal Periods in Violation of Cal. Labor Code §§ 226.7, 512(a) and IWC Wage Order No. 5-2001
5. Failure to Provide Rest Periods in Violation of Cal. Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12
6. Failure to Pay Final Wages Due at Separation in Violation of Cal. Labor Code § 203
7. Failure to Furnish Itemized Wage Statements in Violation of Cal. Labor Code § 226(a)
8. Unlawful and Unfair Business Practices in Violation of Business and Professions Code § 17200, *et seq.*
9. Private Attorneys General Act Civil Penalties, Cal. Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 Plaintiff Evelia Gallardo, a former employee of the Sky Palm Motel (“Motel”), brings
3 this action against Defendants, corporate owners, affiliates, and managers of the Sky Palm
4 Motel (“Defendants”). Plaintiff Evelia Gallardo (“Plaintiff” or “Ms. Gallardo”) is one of the
5 countless workers who sustain the flourishing tourist industry in Southern California. Ms.
6 Gallardo – a hardworking mother of four children – scrubbed toilets, changed linens, and
7 cleaned rooms for Defendants. She worked almost every holiday, weekend, and evening, and in
8 doing so, missed countless moments with her children. Defendants paid her well below
9 minimum wage, and she did not receive any overtime pay for the approximately 60 hours she
10 worked each week for 18 years. Defendants assigned a significant volume of work, expected
11 Ms. Gallardo to complete additional cleaning inside Defendants’ personal residence on the
12 Motel premises, and compelled Ms. Gallardo to miss meal and rest breaks. Because of the need
13 to support her family, Defendants came to expect that Ms. Gallardo’s unwavering dedication
14 and labor would always be available to them. Ultimately, Defendants treated Plaintiff as
15 disposable. Through this lawsuit, Plaintiff seeks to vindicate her rights under the law, to
16 recover the wages and protections she was denied, and to ensure that employers are held
17 accountable when they exploit their workers.

18 This action arises from Defendants’ failure to pay Plaintiff applicable statutory wages
19 and to provide Plaintiff with regular rest and meal breaks for work performed in Defendants’
20 motel during the statutory period. Plaintiff alleges the following: (1) violations of California
21 minimum wage provisions under Labor Code §§ 1194, 1197.1; (2) violations of California
22 overtime wage provisions under Labor Code §§ 510, 1194, 1198 *et seq.*; (3) violations of
23 California double time wage provisions under Labor Code § 510; (4) failure to provide meal
24 breaks under Labor Code § 226.7 and IWC Wage Order No. 5-2001; (5) failure to provide rest
25 breaks under Labor Code § 226.7 and IWC Wage Order No. 5-2001; (6) failure to pay final
26 wages due at separation in violation of Labor Code § 203; (7) failure to furnish itemized wage
27 statements in violation of Labor Code § 226(a); (8) unlawful and unfair business practices
28 stemming from the failure to provide meal and rest breaks and systematic and intentional
violations of the Labor Code under Cal. Bus. & Prof. Code §17200 *et seq.*; and (9) violations of

1 the Private Attorneys General Act (“PAGA”), on behalf of Plaintiff individually and on behalf
2 of the Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees
3 under Labor Code § 2698 *et seq.* Plaintiff seeks unpaid minimum wage, unpaid overtime,
4 unpaid double time, unpaid premium pay, statutory and waiting time penalties, reasonable
5 attorneys’ fees and costs, interest, and injunctive relief pursuant to California state law.

6 **II. JURISDICTION AND VENUE**

7 1. This action is properly brought in the Superior Court of the State of California. Each
8 cause of action enumerated below arises from California state law.

9 2. Venue is appropriate in the State of California pursuant to 28 U.S.C. § 1391(b) because
10 all the events and omissions giving rise to the claim occurred in California.

11 3. The violations of law alleged in this Complaint occurred in Orange County, California.

12 **III. PARTIES**

13 **A. Plaintiff**

14 4. Plaintiff Evelia Gallardo (“Plaintiff” or “Ms. Gallardo”) is now, and all times herein
15 mentioned was, an individual residing in the County of Orange, State of California.

16 5. At all times relevant to this Complaint, Plaintiff was employed in the public
17 housekeeping industry within the meaning of Cal. Code of Regulations §11050.

18 6. At all times relevant to this Complaint, Plaintiff was an employee of Defendants as that
19 term is defined by Labor Code §§ 226.7, 512(a).

20 7. At all times relevant to this Complaint, Plaintiff was an employee of an enterprise
21 engaged in commerce or the production of goods for commerce within the meaning of 29
22 U.S.C. § 206.

23 8. At all relevant times, Plaintiff was a “person” within the meaning of Business and
24 Professions Code § 17204.

25 **B. Defendants**

26 9. At all relevant times, Defendant Sky Palm Motel (“Motel”), has transacted and
27 continues to transact business throughout the state of California, including in Orange County.

28 10. At all relevant times, Defendant Catalina Hospitality, LLC, a California limited liability
company, has transacted and continues to transact business throughout the state of California,

1 including in Orange County.

2 11. At all relevant times, Defendant Villa 2085, LLC, a California limited liability
3 company, has transacted and continues to transact business throughout the state of California,
4 including in Orange County.

5 12. At all relevant times, Defendant Prakash “Peter” Mistry (“P. Mistry”) was the owner
6 and manager of the Sky Palm Motel. P. Mistry had the authority to transact business on behalf
7 of all corporate Defendants listed in this Complaint, including making all employment and
8 business decisions. P. Mistry is designated as Defendant Villa 2085, LLC’s agent with the state
9 of California.

10 13. At all relevant times, Defendant Jyotika “Judy” Mistry (“J. Mistry”) was a manager at
11 the Sky Palm Motel who assisted her husband, Defendant P. Mistry, in the operation of their
12 business by making employment and business decisions at the Sky Palm Motel and other
13 hospitality facilities owned by the family in Southern California. J. Mistry is designated as
14 Defendant Catalina Hospitality, LLC’s agent with the state of California.

15 14. The following parties: Sky Palm Motel (“Motel”); Catalina Hospitality, LLC; Villa
16 2085, LLC; Prakash “Peter” Mistry (“P. Mistry”); and Jyotika “Judy” Mistry (“J. Mistry”) are
17 referred to collectively as “Defendants.”

18 15. At all relevant times, each Defendant committed the acts, caused or directed others to
19 commit the acts, or permitted others to commit the acts alleged in this Complaint.

20 16. At all relevant times, the acts and/or violations alleged to have been committed by
21 Defendants occurred at 210 North Tustin Street in Orange, California, 92867. It is the physical
22 address of Defendants’ Motel, the primary residence of Defendants P. Mistry and J. Mistry, and
23 the address listed with the California Secretary of State for all corporate Defendants.

24 **IV. FACTS**

25 **A. General Facts**

26 17. In or around fall 2007, Plaintiff asked Defendant P. Mistry about an open position
27 subsequent to seeing a “help wanted” sign in the window of the Sky Palm Motel (“Motel”).

28 18. Plaintiff was employed to maintain the cleanliness of all guestrooms and common areas
of the Motel.

1 19. Upon information and belief, from 2007 until approximately December 2024, Plaintiff
2 was employed as the sole housekeeper on the premises of the Motel.

3 20. Plaintiff regularly worked 7 days per week, and almost every day of the year for
4 Defendants.

5 **B. Business Profile of the Property**

6 21. Upon information and belief, the Motel opened in or around August 2007 with 26
7 guestrooms.

8 22. The front of the Motel features a large lobby and front desk attached to a 3-bedroom
9 and 2-bath residence. Above the residence is a large portico that covers the lobby, a laundry
10 room, and the first of three storage rooms. Upon information and belief, Defendants P. Mistry
11 and J. Mistry live with multiple other family members in the Motel residence.

12 23. Behind the front of the Motel are two stories of guestrooms that are accessed by outdoor
13 walkways and a large parking area for guests.

14 24. Upon information and belief, Defendant P. Mistry is the owner and manager of the
15 Motel and hired Ms. Gallardo as the sole housekeeping employee for most of the Motel's
16 existence.

17 25. Upon information and belief, the Motel underwent renovations in 2017 to add an
18 additional 6 guestrooms, totaling 32 guestrooms, that Plaintiff was responsible for maintaining
19 each day.

20 26. Upon information and belief, rooms at the Motel are available for a minimum of \$129
21 per night and up to \$225 per night for jacuzzi rooms, before tax, as of December 2025.

22 27. Upon information and belief, during the statutory period all 32 rooms of the Motel
23 almost always sold-out from Friday through Monday morning.

24 28. Upon information and belief, the Motel regularly sold an additional 10-20 rooms each
25 day for 2-3 hours. These rooms were sold at a lower rate relative to the overnight price, and all
26 rooms needed to be re-cleaned before they were sold again for the night.

27 29. Ms. Gallardo regularly cleaned 32-52 rooms each shift during high-volume weekends.

28 30. Upon information and belief, approximately 20-35 guestrooms were sold and needed to
be cleaned each day from Tuesday through Thursday.

1 **C. Plaintiff's Assigned Responsibilities**

2 31. Ms. Gallardo typically began her shift at Defendants' motel promptly at 10:00 A.M., 7
3 days per week.

4 32. Upon arrival, Defendants or Motel Project Manager, Shivam Mistry ("S. Mistry"),
5 informed Plaintiff of her daily responsibilities by leaving a master key and an initial list of
6 approximately 20-32 guestrooms that needed to be cleaned.

7 33. In addition to this list, Defendants and S. Mistry would update Plaintiff verbally or in
8 writing of newly assigned tasks and rooms that needed attention throughout her shift.

9 34. During her shift, Ms. Gallardo's assigned responsibilities for cleaning and preparing
10 occupied and checked-out guest rooms included but were not limited to: replacing sheets and
11 linens; washing laundry; sweeping floors; vacuuming carpets; cleaning the shower and
12 bathroom; cleaning windows and AC units; replacing toiletries and sundries; unclogging
13 toilets; unclogging sinks; cleaning refrigerators; wiping counters and cabinets; dusting; carrying
14 loads of dirty sheets from the second floor to the laundry room; throwing heavy trash bags
15 away; refilling items on her cart several times per day, which took between 5 and 10 minutes
16 per refill; and any other cleaning tasks that Defendants directed Plaintiff to complete.

17 35. To properly clean and prepare one room for guests took an average of 30-60 minutes,
18 sometimes significantly longer depending on the state of uncleanness. Plaintiff was regularly
19 required to prepare rooms that required more than 1 hour of cleaning when they contained
20 soiled linens, human bodily fluids including vomit and/or blood, alcohol bottles, or other hard
21 to clean substances.

22 36. Additional time was required for room cleaning when there were significant amounts of
23 trash and soilage. Ms. Gallardo would have to travel to the front of the Motel property where
24 the dumpsters and laundry were located and then back to the rear of the Motel where soiled
25 sheets were kept. Completing laundry alone demanded an estimated 1 hour of labor per day.

26 37. Ms. Gallardo was also responsible for cleaning and maintaining public areas of the
27 Motel, including but not limited to: vacuuming, sweeping, and mopping the lobby; cleaning
28 and dusting the walls, baseboards, and doors; washing outdoor walkways; and picking up trash.
 Additionally, Plaintiff was expected to clean computers in the lobby, the office, management's

1 desks, and to restock the office fridge with beverages.

2 38. Plaintiff was occasionally instructed to “watch” the front desk, check-in guests, and
3 assist guests while management was away, especially after normal business hours because the
4 Motel was open 24 hours per day and 7 days per week.

5 39. Defendants P. Mistry and J. Mistry, along with other family members, lived in a 3-
6 bedroom and 2-bath residence attached to the front of the Motel. Defendants regularly required
7 Ms. Gallardo to clean inside their home, including but not limited to: mopping their kitchen,
8 office, and living room; dusting their home; cleaning bathrooms; and other general cleaning.
9 Outside of the weekend, when demand for the Motel’s rooms was highest, Plaintiff was
10 expected to make time to clean Defendants’ home at least once, and often multiple times, per
11 week.

12 40. The time required for Plaintiff to finish her work varied from day to day. Although Ms.
13 Gallardo began her shift at 10:00 A.M. daily, there was no set end-time to her shift because she
14 was expected to work until all assignments were completed. From Friday through Sunday
15 night, when demand for guestrooms was higher, Plaintiff regularly worked until at least 8:00
16 P.M. to finish all tasks, resulting in shifts of 10 hours or longer. From Monday through
17 Thursday, when slightly fewer rooms were sold, Plaintiff regularly worked until at least 6:00
18 P.M., resulting in shifts of 8 hours or longer.

19 41. Plaintiff’s duties were only considered complete when she turned in the master key to
20 management and no additional tasks were assigned.

21 **D. Time-Keeping for Plaintiff**

22 42. Defendants did not maintain any system to manage Plaintiff’s time records for purposes
23 of meal and rest periods. During the applicable statutory period and well-before. Defendants
24 expected Plaintiff to arrive at the Motel promptly at 10:00 A.M., 7 days per week, for almost
25 two decades.

26 43. Defendants did not require Plaintiff to “punch-in” electronically, keep a timecard, or
27 utilize any other system that would accurately detail when she could expect or record her rest
28 breaks, meal breaks, or the end of her shift.

44. Upon arrival, Defendants would immediately assign tasks to Plaintiff that would occupy

1 her for at least 8 to 12 hours per day, depending on the volume of work to be completed.
2 Defendants knew that significantly more work was assigned on Friday through Monday of each
3 week, yet still expected Ms. Gallardo to maintain perfect cleanliness of all areas of the Motel as
4 the sole housekeeper. Regardless of how late it became or how many hours she had already
5 worked, Plaintiff was expected to expend significant time and effort until all work was
6 completed. This included additional room assignments, even when Plaintiff was preparing to
7 end her shift and had already completed all earlier assigned tasks.

8 45. Defendants were acutely aware of Plaintiff's hourly schedule because Defendants P.
9 Mistry and J. Mistry, or Manager S. Mistry would open all rooms to be cleaned in order to take
10 tips left by guests. In the hospitality industry, tips are typically left by guests for cleaning staff
11 as a token of appreciation for excellent service; however, Defendants did not permit Ms.
12 Gallardo to keep tips left by guests whenever they opened the door for Plaintiff to begin
13 cleaning.

14 46. The only form of time-keeping during the relevant statutory period included a
15 designation by the Motel indicating approximately 60-70 hours worked by Plaintiff across 2
16 separate checks, but Defendants ceased to indicate Plaintiff's total hours worked in or around
17 2021 despite her hours and responsibilities remaining the same.

18 **E. Defendant Prakash Mistry's Hostile and Intimidating Conduct Towards Plaintiff**

19 47. Before and during the applicable statutory period, Plaintiff had significantly less time
20 than necessary to undertake various cleaning and preparation responsibilities. Defendants
21 knew, encouraged, and created expectations that Plaintiff would consistently forfeit her 10-
22 minute rest periods because of the volume of work assigned to Plaintiff that could not
23 reasonably be completed in an 8-hour workday.

24 48. Properly cleaning guestrooms generally required 30-60 minutes to ensure cleanliness,
25 disinfection, replacement of linens and toiletries, removing debris, and cleaning bodily fluids.
26 Notwithstanding, Defendants regularly expected Plaintiff to finish cleaning each room in 10-15
27 minutes to meet high customer demand.

28 49. Defendants would become extremely upset at Ms. Gallardo if rooms were not available
for immediate use. This was true even if the time expected to clean the unit was unreasonably

1 higher than the time required or if the room had previously been cleaned in the same shift. If
2 Plaintiff failed to clean a room within 10-15 minutes, Defendants regularly antagonized and
3 pressured her to move faster.

4 50. On multiple occasions, Defendant P. Mistry beratingly asked Ms. Gallardo, “Do you
5 really want this,” or told her, “I could hire anyone else to do this.”

6 51. Defendant P. Mistry would also refuse to talk to Plaintiff for multiple days as a means
7 of making her feel guilty if she took longer than demanded to clean rooms. Multiple times,
8 Defendant P. Mistry locked the door to his office and acted as though he could not hear
9 Plaintiff when she expected to be paid at the end of her shift—forcing her to wait an extra day
10 for her checks.

11 52. Due to Defendant P. Mistry’s frustrations, Ms. Gallardo believed she was unable to
12 satisfy Defendants’ demands without skipping or being interrupted on her rest and meal breaks.

13 53. Defendants knew, encouraged, and created expectations that required Plaintiff to forfeit
14 almost all uninterrupted 30-minute meal breaks. Ms. Gallardo regularly spared time only to eat
15 small cookie packages or a taco while continuing to complete assigned tasks.

16 54. On several occasions, Defendant P. Mistry aggressively grabbed Plaintiff’s cleaning
17 cart when she tried to take a meal break and told her exasperatingly, “I need that room, a
18 customer needs it, I need it now!”

19 55. Ms. Gallardo was regularly made to feel that she was behind schedule, replaceable, and
20 unable to complain about unreasonable work assignments or expectations. Consequently,
21 Plaintiff knew she could not ask for meal and rest periods of any length.

22 56. On multiple occasions, Defendant P. Mistry threw Ms. Gallardo’s checks at her when
23 she drew attention to unfair wages, overwhelming work volume, or to conflict arising from
24 Defendants’ expectations that she clean at an unsustainable or improper pace.

25 57. Accordingly, Plaintiff regularly refrained from taking her 10-minute rest breaks and 30-
26 minute meal breaks in order to finish her room assignments, clean common areas, and avoid
27 conflict. Defendants did not take steps to alleviate Plaintiff’s workload or the pressure felt by
28 Plaintiff to forego breaks, and instead continued to seek maximum productivity from Ms.
Gallardo by watching her on security footage and escorting her to unclean rooms throughout

1 her shift. Defendants came to rely on Plaintiff's submission to this pressure to sell more rooms
2 and make more profit.

3 **F. Payment of Wages**

4 58. During the applicable statutory period, California's minimum wage was \$13.00 per
5 hour in 2021, \$14.00 per hour in 2022, \$15.50 per hour in 2023, \$16.00 per hour in 2024, and
6 \$16.50 per hour in 2025.

7 59. Before and during the applicable statutory period, Defendant P. Mistry paid Ms.
8 Gallardo each Sunday with two checks. One check bore the name of corporate Defendant
9 Catalina Hospitality, LLC, and the other check with Defendant Villa 2085, LLC.

10 60. In or around 2021 and before, most checks listed an amount accounting for the
11 approximately 60-70 hours worked by Plaintiff each week.

12 61. Upon information and belief, Defendants paid Plaintiff in this manner to avoid
13 documenting that Ms. Gallardo worked more than 40 hours for either corporate Defendant to
14 avoid paying her any overtime or double time.

15 62. The number of hours Defendants claimed Ms. Gallardo worked each week in the memo
16 line of her checks, if noted, varied widely from week to week, but the sum of hours between the
17 two checks was roughly the same because her shifts and duties stayed the same.

18 63. Similarly, the wages paid to Plaintiff by each corporate Defendant varied each week but
19 together equaled the same regular sum. Both checks were regularly given to Ms. Gallardo by
20 Defendants P. Mistry or J. Mistry, and occasionally Manager S. Mistry.

21 64. Upon information and belief, Defendant Catalina Hospitality, LLC regularly paid Ms.
22 Gallardo with checks in the amount of \$200.00 one week and up to \$580.00 in subsequent
23 weeks. Likewise, Defendant Villa 2085, LLC regularly paid Ms. Gallardo with checks in the
24 amount of \$200.00 one week, and up to \$580.00 in subsequent weeks. Towards the latter half
25 of the statutory period, until December 2024, Corporate Defendants regularly paid Ms.
26 Gallardo an aggregate amount of \$880.00.

27 65. Defendant P. Mistry never informed Plaintiff why she was paid with two checks or how
28 the corporate Defendants were affiliated with the Motel. Defendant P. Mistry and J. Mistry also
never explained to Ms. Gallardo why the check amounts and hours varied even though she

1 worked the same hours and was paid the same aggregate amount each week.

2 66. After 2021, Defendants stopped listing the number of hours worked by Plaintiff.
3 Plaintiff's checks never conveyed any applicable deductions, her hourly rate, hours worked, or
4 any other itemizations.

5 67. During the relevant statutory period, Defendant generally paid Plaintiff a flat rate of
6 \$80-100 per day for work completed Monday through Thursday and \$140-160 per day Friday
7 through Sunday, regardless of the actual hours Ms. Gallardo was required to work in a single
8 shift.

9 68. Because Plaintiff was paid a flat rate, she further felt compelled to skip meal and rest
10 breaks because extra hours worked earned her no additional income and caused conflict with
11 Defendants.

12 69. Plaintiff was never compensated for missed meal breaks, rest breaks, or owed overtime
13 and double time. Nor was she paid the statutory minimum wage or permitted to keep any
14 portion of tips left by guests but taken by management.

15 70. Upon information and belief, Defendants knew that the payments made to Plaintiff did
16 not meet the legal requirements under applicable state wage laws. Defendants' course of
17 conduct in the face of such inadequate payment showed a willful disregard of their legal
18 obligations toward Plaintiff.

19 **G. End of the Employment Relationship**

20 71. For approximately 17 years, Plaintiff's material work conditions were the same as
21 described above.

22 72. In or around December 2024, Defendants hired a new employee for the first time since
23 Plaintiff's employment began in 2007. Upon information and belief, the new employee was
24 assigned to complete the same tasks as Plaintiff, but for a substantially lower rate of pay at
25 \$75.00 per day. In effect, Defendants hired a new employee, not out of concern for the number
26 of hours and volume of work that Ms. Gallardo was required to complete, but because cheaper
labor was available.

27 73. Defendants' new employee was expected to work at this lower rate on Mondays
28 through Thursdays while Plaintiff was instructed to work on the weekends, when demand was

1 higher.

2 74. Ms. Gallardo's long work history with Defendants bore no weight in the decision to hire
3 another employee whose work ultimately cut, by one-half, her income and hours necessary to
4 support Plaintiff's family, and without due regard for the wages Plaintiff was owed.

5 75. Upon complaining to Defendant P. Mistry about her significant reduction in hours,
6 Defendant P. Mistry ignored her concerns and continued to require Ms. Gallardo to work
7 Friday through Sunday, when the Motel was busiest and Plaintiff's labor was depended on
8 most.

9 76. Although Plaintiff was already paid less than the applicable statutory minimum and
10 overtime wages for her labor, Plaintiff came to realize that her concerns would be ignored and
11 unrealized. Ms. Gallardo believed it would be futile to complain further, much like the many
12 times she complained about her inability to take breaks or be paid higher wages to no avail.
13 After 4 months of complaining to Defendant P. Mistry about her need for more hours and
14 inability to survive on one-half her original income, she made the only decision available to
15 afford basic necessities—she quit working for the employer she had supported for 18 years.

16 77. Since resigning in or around April 2025, Ms. Gallardo has still not received any form of
17 compensation or remorse from Defendants for failing to pay her a livable wage or permitting
18 necessary rest and meal breaks. Plaintiff remains impacted by her 18-year work history under
19 Defendants, only now realizing that the conditions that she normatively came to accept were
20 unacceptable and not how all employers operate.

21 **V. LEGAL VIOLATIONS**

22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay Minimum Wage in Violation of California Labor Code §§ 1194, 1197.1**

24 78. Plaintiff restates, re-alleges, and incorporates by reference the allegations contained in
25 each of the preceding paragraphs above.

26 79. Plaintiff brings this action to recover from Defendants unpaid minimum wage
27 compensation, liquidated damages, reasonable attorneys' fees, applicable interest, and costs of
28 suit, pursuant to Labor Code §§ 1194 and 1197.1.

80. During the statutory period of Plaintiff's employment, under SB 3, from 2021 until

2025, the minimum wage in California increased yearly from \$13.00 per hour in 2021, \$14.00 per hour in 2022, \$15.50 per hour in 2023, \$16.00 per hour in 2024, to \$16.50 per hour in 2025.

81. Upon information and belief, and except for the work that Plaintiff completed in 2023, at all other times relevant to this Complaint, Plaintiff was paid less than minimum wage.

Though most weeks she was paid \$880, other weeks she was paid less. Upon information and belief:

- a. Her average hourly pay in 2021 was \$11.00 per hour;
- b. Her average hourly pay in 2022 was \$11.00 per hour;
- c. Her average hourly pay in 2024 was \$13.00 per hour; and
- d. Her average hourly pay in 2025 was \$12.38 per hour.

82. Plaintiff was employed by Defendants to perform housekeeping duties and any other tasks required of her, such as checking in guests, in Orange, California.

83. At all times herein set forth, Defendants owned and operated the Sky Palm Motel, the business employing Plaintiff.

84. Upon information and belief and at all times herein set forth, the Sky Palm Motel had fewer than 5 employees.

85. Under California law, SB 3, and Labor Code §§ 1194 and 1197.1, Plaintiff should have received \$13.00 per hour in 2021, \$14.00 per hour in 2022, \$16.00 per hour in 2024, and \$16.50 per hour in 2025.

86. Defendants' failure to pay minimum wage was unlawful and caused damage to Plaintiff, including loss of income.

87. Defendants' conduct described in this Complaint violated the provisions of Labor Code § 1194.

88. Further, Labor Code § 1194.2(a) provides that in any action commenced under § 1194, an employee shall be entitled to recover liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Therefore, pursuant to Labor Code §§ 1194 and 1197, Plaintiff is entitled to recover the unpaid balance of minimum wage compensation, liquidated damages, plus interest on that

1 amount, reasonable attorneys' fees, and costs owed to Plaintiff by Defendants.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime in Violation of California Labor Code §§ 1194, 510**

4 90. Plaintiff restates, re-alleges, and incorporates by reference each of the preceding
5 paragraphs above.

6 91. Plaintiff brings this action to recover from Defendants unpaid overtime compensation,
7 including interest, reasonable attorneys' fees, and costs of suit, pursuant to Labor Code § 1194.

8 92. During Plaintiff's employment with Defendants, overtime compensation under
9 California Labor Code § 510 was one and one-half times the rate of pay for any work
10 performed by employees in excess of 8 hours in one day and work in excess of 40 hours in one
11 workweek.

12 93. Plaintiff, at all relevant times, was employed by Defendants to perform public
13 housekeeping duties, such as cleaning, maintenance, laundry, and other general housekeeping
14 services for the Sky Palm Motel in Orange, California. She often performed additional duties
15 such as checking in guests and cleaning Defendants J. and P. Mistry's residence on the Motel
16 premises.

17 94. Upon information and belief, and at all times herein set forth, Defendants owned and
18 operated the Sky Palm Motel, a motel establishment offering rental of commercial quarters.

19 95. Defendants' failure to pay overtime wages was unlawful and caused damage to Plaintiff
20 including loss of income.

21 96. Defendants' conduct described in this Complaint violates the provisions of Labor Code
22 § 1198.

23 97. Therefore, pursuant to Labor Code §§ 1194(a) and 510, Plaintiff is entitled to recover
24 the unpaid balance of overtime compensation Defendants owe to Plaintiff, plus interest on that
25 amount, reasonable attorney's fees, and costs of this suit pursuant to Labor Code § 1194(a).

26 **THIRD CAUSE OF ACTION**

27 **Failure to Pay Double Time in Violation of California Labor Code § 510**

28 98. Plaintiff restates, re-alleges, and incorporates by reference each of the preceding
paragraphs above.

1 99. Plaintiff brings this action to recover from Defendants unpaid double time
2 compensation, including interest, reasonable attorneys' fees, and costs of suit, pursuant to
3 Labor Code § 510.

4 100. During Plaintiff's employment with Defendants, double time compensation under Labor
5 Code § 510 required twice the rate of pay for any work performed by employees in excess of
6 12 hours in one day, or in excess of 8 hours on any 7th day of a workweek.

7 101. Plaintiff was employed to perform housekeeping duties, check-in guests, and complete
8 any other tasks assigned by Defendants in Orange, California.

9 102. At all times set forth, Defendants owned and operated the Sky Palm Motel, the business
10 that employed Plaintiff.

11 103. Under Labor Code § 510, specified in this section, Defendants were required to pay
12 Plaintiff double time compensation for all work performed on Sundays for shifts longer than 8
13 hours on her 7th consecutive day of work.

14 104. Defendants' failure to pay double time wages was unlawful and caused damage to
15 Plaintiff, including loss of income.

16 105. Defendants' conduct in this Complaint violates provisions of Labor Code §§ 1194 and
17 510.

18 106. Therefore, pursuant to Labor Code §§ 1194(a) and 510, Plaintiff is entitled to recover
19 the unpaid balance of double time compensation from Defendants, plus interest thereon,
20 reasonable attorneys' fees, and costs of this suit pursuant to Labor Code § 1194(a).

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Provide Meal Periods, California Labor Code §§ 226.7, 512(a)**

23 107. Plaintiff restates, re-alleges, and incorporates by reference each of the preceding
24 paragraphs above.

25 108. Plaintiff brings this action to recover from Defendants 1 hour of the regular rate of pay
26 she is owed for each work shift that she was denied meal period(s) pursuant to Labor Code §§
27 226.7, 512(a).

28 109. During Plaintiff's term of employment with Defendants, failure to provide a meal
period of no less than 30 minutes after 6 and 10 hours of work consistent with Labor Code

1 §§ 226.7, 512(a), and IWC Wage Order Number 5 required Defendants to pay 1 hour of regular
2 wages to Plaintiff.

3 110. During Plaintiff's term of employment with Defendants, California law provided that an
4 "on-duty" meal break was permitted only when the nature of the work prevents an employee
5 from being relieved of all duty, and when the employee and employer both agree in writing to
6 waive the off-duty meal break.

7 111. Defendants were further required under California law to provide Plaintiff a reasonable
8 opportunity for her to take 30-minute meal breaks, to not discourage her from taking complete
9 and uninterrupted 30-minute meal breaks, to relieve her of all duties during 30-minute meal
10 breaks, and to relinquish control of her activities.

11 112. At all relevant times during the statutory period, Plaintiff regularly worked for periods
12 of more than 6 and 10 hours and was subsequently denied complete and uninterrupted 30-
13 minute meal periods as required by California law when she worked for 8 to 12 hours per day,
14 7 days per week; Defendants consistently placed her under conditions requiring her to forfeit
15 her lawfully entitled 30-minute meal periods.

16 113. Upon information and belief, Plaintiff did not mutually waive meal periods that she was
17 legally entitled to, nor did she agree that her meal periods qualified as an "on-duty" meal break.

18 114. Plaintiff did not receive the premium pay that she was owed from Defendants for
19 missed meal breaks.

20 115. Defendants regularly gave Plaintiff job assignments they knew or should have known
21 did not allow enough time for Ms. Gallardo to take the required meal breaks within the 8 to 12
22 hour shifts she was scheduled to work as the sole housekeeper for the Motel, 7 days per week.

23 116. As the only employee responsible for cleaning dozens of Motel rooms, Plaintiff was
24 strongly discouraged from taking uninterrupted 30-minute meal breaks because of the volume
25 of work she was expected to complete. Plaintiff frequently had time only to eat small cookie
26 packages or a taco while continuing to work on her assigned tasks.

27 117. Defendants regularly rushed Plaintiff to finish cleaning and preparing rooms within a
28 time frame that was no longer than one-half of what was required to adequately clean
guestrooms. If Plaintiff did not meet Defendants' demands, Defendant P. Mistry regularly

1 refused to talk to her for prolonged periods of time, displayed frustrated body language, or
2 otherwise generated conflict and tension that discouraged Plaintiff from discussing work
3 conditions, unreasonable demands made to her, or other material aspects of the job.

4 118. Defendants also exerted immense pressure on Plaintiff to skip meal and rest breaks
5 because she was paid a fixed rate per shift, not for the amount of work completed or number of
6 hours labored. This meant that the longer Plaintiff spent at work, the less she earned per hour of
7 labor expended, the less time she could spend with her family, and the more likely that she was
8 to be assigned additional tasks. Plaintiff further felt pressure to skip meal and rest breaks in
9 order to avoid Defendants' frustrations, silent treatment, or other verbal threats about Plaintiff's
10 replaceability.

11 119. Further, Defendants failed to establish any timekeeping procedures that would have
12 created a system to encourage meal and rest breaks. Defendants expected Plaintiff to arrive at
13 work, complete all assignments, and leave at unpredictable times without additional pay.

14 120. Despite knowledge of the significant volume and responsibility assigned to Plaintiff,
15 Defendants failed to pay Plaintiff the amount of premium pay owed to Ms. Gallardo.

16 121. Defendants' failure to compensate Plaintiff for on-duty meal breaks was unlawful and
17 caused damage to Plaintiff, including loss of income and fatigue from overwork.

18 122. Defendants' conduct described in this Complaint violated the provisions of Labor Code
19 §§ 226.7, 512(a) and Wage Order No. 5. Therefore, pursuant to Labor Code §§ 226.7(b) and
20 512(a), Plaintiff is entitled to recover the unpaid balance of regular pay for missed meal breaks
21 that Defendants owe Plaintiff and pre-judgment interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Provide Rest Breaks in Violation of California Labor Code § 226.7**

24 123. Plaintiff restates, re-alleges, and incorporates by reference each of the preceding
25 paragraphs above.

26 124. Plaintiff brings this action to recover from Defendants 1 hour of the regular rate of pay
27 she is owed for each rest period not provided to her in a qualifying work shift pursuant to Labor
28 Code § 226.7.

125. During Plaintiff's term of employment with Defendants, applicable California law and

1 Wage Order required an employer to authorize and permit all employees to take a 10-minute
2 rest period per 4 hours of work or major fraction thereof.

3 126. Failure to provide rest periods requires employers to pay 1 hour of regular pay for each
4 rest period denied to the employee, pursuant to Labor Code § 226.7 and IWC Wage Order No.
5 5.

6 127. At all relevant times, Plaintiff, regularly worked for periods of 8 to 12 hours and was
7 repeatedly denied multiple 10-minute rest breaks required under California law.

8 128. At all relevant times, Plaintiff missed rest breaks and did not receive even 1 hour of
9 regular pay from Defendants for missed rest breaks.

10 129. Defendants' management routinely gave Plaintiff job assignments that they knew, or
11 should have known, did not allow enough time for Plaintiff to take required rest breaks because
12 Defendants' management gave more work than could be reasonably completed in an 8-to-12-
13 hour shift.

14 130. Defendants failed to establish any scheduling system to allow Plaintiff's responsibilities
15 to be covered by another employee or to reduce her total volume of work to ensure compliance
16 with the rest break laws. Consequently, Defendants did not relieve Plaintiff of all work duties
17 or relinquish control of her activities as she had no meaningful opportunity to rest in any 8-to-
18 12-hour shift given the dozens of Motel rooms she was expected to maintain in addition to
19 other areas Defendants believed demanded her attention.

20 131. Defendants also exerted immense pressure for Plaintiff to skip meal and rest breaks
21 because she was paid a fixed rate per shift, not for the amount of work completed, or number of
22 hours labored. As a result, the longer that Plaintiff spent at work, the less she earned per hour of
23 labor expended, the less time she could spend with her family, and the more likely that she was
24 to be assigned additional tasks. Plaintiff further felt pressure to skip rest breaks to avoid
25 Defendants' frustrations, silent treatment, or other verbal threats about Plaintiff's replaceability.

26 132. Defendants' actions resulted in Plaintiff not taking her required rest breaks.

27 133. Defendants failed to maintain accurate timekeeping procedures that would have created
28 a system to encourage meal and rest breaks, which allowed Defendants to avoid documenting
and acknowledging missed rest and meal breaks.

1 134. Defendants have not compensated Plaintiff for her missed rest periods as required by
2 Labor Code § 226.7 and Wage Order No. 5.

3 135. Plaintiff alleges that at all times material herein, Defendants have been and are aware of
4 Labor Code § 226.7 and the applicable IWC Wage Orders and willfully violated these laws.

5 136. Defendants' conduct described in this Complaint violates the provisions of Labor Code
6 § 226.7 and Wage Order No. 5. Therefore, pursuant to Labor Code § 226.7 and Wage Order
7 No. 5, Plaintiff is entitled to recover the unpaid missed break compensation that Defendants
8 owe Plaintiff and interest thereon.

9 **SIXTH CAUSE OF ACTION**

10 **Failure to Pay Final Wages Due at Separation in Violation of Labor Code § 203**

11 137. Plaintiff restates, re-alleges, and incorporates by reference each of the preceding
12 paragraphs above.

13 138. Labor Code § 203 provides that if an employer willfully fails to pay all wages owed to
14 its employee, in accordance with Labor Code §§ 201 and 202, then the wages of the employee
15 shall continue as a penalty after 72 hours of the employee's termination or resignation from
16 employment.

17 139. Plaintiff brings this action to recover from Defendants' statutorily owed penalty wages
18 at an amount equal to her daily rate of pay, or the statutorily owed minimum and overtime
19 wages due, not to exceed a 30-day maximum penalty.

20 140. Upon Ms. Gallardo's resignation from Defendants' Motel in or around April 2025,
21 within 72 hours Defendants were required to pay Ms. Gallardo all wages owed pursuant to
22 Labor Code §§ 201 and 202.

23 141. Defendants willfully failed to pay Plaintiff all wages when due and have since failed to
24 provide all wages due at the time of this Complaint, well over the 30-day maximum penalty
25 range. Defendants willfully failed to pay Plaintiff minimum wages, overtime wages, double
26 time wages, or rest and meal break premiums upon the Plaintiff's separation from employment.

27 142. The statutory minimum daily wage rate of California employees performing 10 hours of
28 work in 2025, including 8 hours of straight time and 2 hours of overtime was \$185.50. During
the final 30 days of her employment, Ms. Gallardo's daily wage rate ranged from \$100-\$160

1 per day, well below the statutory wages owed to Plaintiff.

2 143. Pursuant to Defendants' violations of the aforementioned Labor Code sections, Plaintiff
3 is entitled to recover waiting time penalties in an amount equal to 30 days of her daily rate of
4 wages or the statutorily owed minimum wage, whichever is greater.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Furnish Itemized Wage Statements in Violation of Labor Code § 226(a)**

7 144. Plaintiff re-alleges, restates, and incorporates by reference the allegations contained in
8 each of the preceding paragraphs above.

9 145. Labor Code § 226(a) requires an employer to provide employees with itemized wage
10 statements.

11 146. An employer must furnish to its employees a detachable stub and/or an accurate
12 itemized wage statement in writing showing: (1) gross wages earned; (2) total hours worked;
13 (3) the number of piece-rate units earned and any applicable piece-rate; (4) all deductions; (5)
14 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
15 name of the employee; (8) the name and address of the legal entity that is the employer; and (9)
16 all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee.

18 147. Defendants knowingly and intentionally failed to provide Plaintiff any pay stubs as a
19 detachable part of her checks or other written statement, reflecting the information required
20 under Labor Code § 226, including but not limited to her gross wages earned, net wages
21 earned, total hours works, all deductions, overtime hours and pay, premium pay for rest and
22 meal break violations, and applicable hourly rates, among others.

23 148. Therefore, Defendants failed to maintain and provide accurate itemized wage
24 statements to Plaintiff in accordance with Labor Code § 226(a).

25 149. Pursuant to Labor Code § 226(e), Defendants' knowing and intentional failure to
26 provide itemized wage statements entitles Plaintiff to recover the greater of all actual damages
27 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
28 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and

1 reasonable attorneys' fees.

2 150. In addition thereto, pursuant to Labor Code § 226.3, an employer who willfully violates
3 Labor Code § 226(a) during the 1 year immediately preceding the filing of a civil complaint
4 alleging violations of this section, is subject to a \$250 civil penalty for the initial pay period in
5 which a violation occurred, and \$1,000 per employee for each subsequent pay period, with no
6 maximum.

7 151. Plaintiff was paid on a weekly basis in the form of a check from two corporate entities
8 that did not include the information required under Labor Code § 226 for the entirety of the
9 applicable statutory period. Consequently, Defendants are liable to Plaintiff for her actual
10 damages, or penalties up to the statutory maximum amount of \$4,000, whichever is greater.

11 **EIGHTH CAUSE OF ACTION**

12 **Unlawful and Unfair Business Practices in Violation of Business and Professions Code §**

13 **17200, et seq.**

14 152. Plaintiff restates, re-alleges, and incorporates by reference the allegations contained in
15 each of the preceding paragraphs above.

16 153. Plaintiff is a "person" within the meaning of Business and Professions Code § 17204,
17 with standing to bring this suit for restitution, and other appropriate equitable relief. Plaintiff
18 has suffered economic injury as a result of Defendants' unlawful and unfair business practices
19 and has lost money or property sufficient to establish standing under Business and Professions
20 Code § 17204.

21 154. Business and Professions Code § 17200, *et seq.* prohibit acts of unfair competition,
22 which includes any unlawful, unfair, and/or fraudulent business act or practices.

23 155. Plaintiff seeks to enforce important rights affecting the public interest within the
24 meaning of the Code of Civil Procedure § 1021.5.

25 156. Labor Code § 90.5(a) sets forth the public policy of this State to enforce minimum labor
26 standards vigorously, to ensure that employees are not required or permitted to work under
27 substandard and unlawful conditions, and to protect employers who comply with the law from
28 those who attempt to gain a competitive advantage by failing to comply with minimum labor
standards.

1 157. At all times relevant to this action, and through the conduct alleged herein, Defendants
2 acted contrary to these public policies and engaged in unlawful and unfair business practices in
3 violation of the Business and Professions Code §§ 17200, *et seq.*, depriving Plaintiff of her
4 rights, benefits, and privileges guaranteed to all employees under California law.

5 158. A violation of California Business and Professions Code § 17200, *et seq.* may be
6 predicated on the violation of any state or federal law. In this case, Defendants' violations of
7 Labor Code §§ 1194, 1197.1, 510, 226.7, 512(a), 226(a), and IWC Wage Order No. 5-2001 and
8 IWC Wage Order No. 5-2001, § 12, as alleged above, constitute unlawful business practices
9 under Business and Professions Code § 17200, *et seq.* as Defendants conducted business in
10 violation of California law.

11 159. Defendants' failure to satisfy the minimum wage provisions of Labor Code §§ 1194,
12 1197.1, overtime provisions of Labor Code § 1194, double time provisions of Labor Code §
13 510, and failure to provide meal and rest breaks to Plaintiff pursuant to Labor Code §§ 226.7,
14 512(a), IWC Wage Order No. 5-2001, § 12, and failure to furnish itemized wage statements
15 pursuant to Labor Code § 226(a), and because such actions were taken repeatedly over a
16 significant period of time, in a systematic manner, detrimental to Plaintiff and others,
17 Defendants' conduct constitutes unfair and unlawful business practices that have been
18 deleterious to Plaintiff.

19 160. Defendants' conduct constitutes unfair business practices because the harm to Plaintiff
20 and other employees substantially outweighs any countervailing benefits, justifications, or
21 business reasons for such conduct. Defendants' systematic violations of wage and hour laws
22 provided Defendants with an unfair competitive advantage over law-abiding employers,
23 harmed employees who were deprived of lawfully earned wages and legally mandated breaks,
24 and violated the public policy embodied in California's labor laws.

25 161. Defendants cannot offer a legitimate business justification for violating these laws, and
26 the gravity of harm to employees far exceeds any purported benefit to Defendants. Through the
27 conduct alleged herein, Defendants have acted contrary to these public policies, have violated
28 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business
practices in violation of Business and Professions Code §§ 17200, *et seq.*, depriving Plaintiff,

1 and other interested persons of rights, benefits, and privileges guaranteed to all employees in
2 California.

3 162. As a direct and proximate result of Defendants' unfair business practices, Plaintiff has
4 suffered economic injury in the form of unpaid wages, unpaid overtime compensation, unpaid
5 meal and rest period premiums, and other amounts wrongfully withheld. Plaintiff has lost
6 money or property sufficient to confer standing under Business and Professions Code § 17204.

7 163. Defendants have received and retained funds that rightfully belong to Plaintiff. Plaintiff
8 is entitled to and hereby seeks all relief as may be necessary to restore to her the funds of which
9 Plaintiff has been deprived, by means of Defendants' unlawful and unfair business practices
10 pursuant to California Business and Professions Code § 17200, *et seq.*

11 164. Plaintiff is entitled to, and hereby seeks: restitution of all wages, overtime, meal and rest
12 period premiums, and all other compensation wrongfully withheld from Plaintiff during the
13 period commencing 4 years prior to the filing of this Complaint; an award of reasonable
14 attorneys' fees, costs pursuant to Code of Civil Procedure § 1021.5; and such other and further
15 relief as the Court deems just and proper.

16 **NOTICE OF INTENT TO ASSERT NINTH CAUSE OF ACTION**

17 **PAGA, California Labor Code Section 2698 *et seq.* by Plaintiff Individually and on**
18 **Behalf of the LWDA and All Aggrieved Employees**

19 165. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set forth
20 herein and alleges as follows:

21 166. Plaintiff intends to bring this claim individually and on behalf of all Aggrieved
22 Employees.

23 167. Plaintiff is in the process of satisfying the administrative exhaustion requirements of
24 PAGA pursuant to Labor Code § 2699(b). Upon completion of that process, Plaintiff will seek
25 leave to amend the Complaint to add a PAGA cause of action and seek civil penalties on behalf
26 of herself and all other Aggrieved Employees, should the State decline to prosecute these
27 claims.

28 **Prayer for Relief**

WHEREFORE, Plaintiff respectfully requests that this Court award relief as follows:

1. Unpaid minimum wage compensation and liquidated damages pursuant to Labor Code §§ 1194 *et. seq.*, 1197.1;
2. Unpaid overtime and double time compensation pursuant to Labor Code §§ 510, 1194, 1197.1, 1198;
3. Unpaid wage premiums for each day Plaintiff did not receive a meal and rest breaks, according to California state law and applicable Wage Orders;
4. Waiting time penalties in the amount of her daily rate of wages owed at the time of her separation;
5. Statutory penalties under PAGA;
6. Injunctive relief, restitution, and disgorgement, pursuant to Cal. Business & Professions Code § 17200;
7. Interest on any unpaid wages from the date such amounts were due;
8. Reasonable attorneys' fees and costs of suit;
1. For such other legal and equitable relief as the Court may deem appropriate.

Dated: March 12, 2025

By:



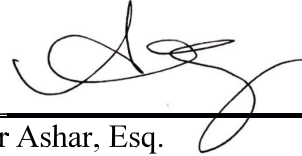
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims and causes of action so triable.

Dated: March 12, 2025

By:



Sameer Ashar, Esq.
Amelia Alvarez, Esq.
Gavin Repman, Certified Law Student
Justine Lim, Certified Law Student
Samir Venkatesh, Certified Law Student
Isadora Stern, Certified Law Student
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