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Attorneys for Plaintiff ADRIANNA LOPEZ,
on behalf of herself and all others similarly
situated and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ADRIANNA LOPEZ, on behalf of herself
and all others similarly situated, and on
behalf of the general public,

Plaintiff,

v.

ARDMORE HOME DESIGN, INC.; and
DOES 1-100,

Defendants.

Case No. **26STCV18476**

**PLAINTIFF ADRIANNA LOPEZ'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)
8. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

1 Plaintiff ADRIANNA LOPEZ (hereinafter “Plaintiff”), on behalf herself and all other similarly
2 aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against Defendant
3 ARDMORE HOME DESIGN, INC. (hereinafter “Defendant”) and/or DOES 1-100.

4 **I. INTRODUCTION**

- 5 1. This is a representative action seeking recovery of penalties under the California Labor Code
6 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
7 Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a
8 lawsuit on behalf of herself and other current and former employees to address an employer’s
9 violations of the *California Labor Code*.
- 10 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendant
11 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
12 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
13 break; worked qualifying shifts without receiving second meal periods and second and third
14 rest breaks; were not provided accurate itemized wage statements; were not paid all wages
15 owed twice per month; were not paid compensation for all time worked at the straight,
16 minimum, overtime, or double time rate; were not paid waiting time penalties; and were not
17 reimbursed for business expenses. Plaintiff seeks penalties on behalf of herself and all other
18 aggrieved employees of Defendant and/or DOES as provided herein. This Complaint also
19 seeks attorneys’ fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).
- 20 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
21 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
22 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
23 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all
24 unprovided meal periods; paid one hour of premium pay for all rest periods that were not
25 authorized and/or permitted; paid penalties for not being provided itemized wage statements;
26 paid compensation for all time worked at the regular, overtime or double time rate; paid all
27 wages owed twice per month; paid penalties for not being paid timely at the time of
28 termination; and reimbursed for business expenses.

1 4. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of
2 Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire
3 and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other
4 aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or
5 where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved
6 and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved
7 employees labored under. These policies and/or practices included, but were not limited to,
8 policies and/or practices regarding meal periods, straight time, overtime, double time, rest
9 periods, wage statements, paying compensation at time of termination, timing of payment, and
10 business expense reimbursement. Further, Defendant and/or DOES had the ability to prevent
11 Plaintiff and the other aggrieved employees from working.

12 **II. JURISDICTION AND VENUE**

13 5. Plaintiff is an individual residing in California. Plaintiff was employed by Defendant and/or
14 DOES in California. Plaintiff, and each of the aggrieved employees, were employees of
15 Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of
16 California. Plaintiff and each of the aggrieved employees were subject to the unlawful policies
17 beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor
18 and Workforce Development Agency (LWDA).

19 6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
20 and/or DOE operates facilities, employs hourly employees, conducts business, and commits
21 *California Labor Code* violations within Los Angeles County and California. Each Defendant
22 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
23 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees
24 situated within the State of California and within Los Angeles County. Defendant and/or
25 DOES employ numerous aggrieved employees in California and/or Los Angeles County.

26 7. Plaintiff brings this action on behalf of herself and the other aggrieved employees of Defendant
27 and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general
28 public, will and does seek to recover any and all penalties for each and every violation shown

1 to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the
2 LWDA of her intent to bring this action, in an amount according to proof, as to those penalties
3 that are otherwise only available to public agency enforcement actions. Funds recovered will
4 be distributed in accordance with the PAGA, with at least sixty-five (65) percent of the
5 penalties recovered being reimbursed to the State of California and the LWDA.

6 8. There is no federal question at issue as the issues herein are based solely upon California
7 statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil*
8 *Procedure*, and *Civil Code*.

9 9. The California Superior Court also has jurisdiction in this matter because the penalties sought
10 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
11 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
12 have an agent or agents, have their principal place of business in, and/or otherwise are found
13 within the County of Los Angeles, California.

14 **III. THE PARTIES**

15 **A. Plaintiff**

16 10. Plaintiff, a former employee of Defendant and/or DOES, and similar aggrieved employees
17 were and are entitled to statutory meal periods, statutory rest periods, accurate itemized wage
18 statements, payment of wages owed twice a month, compensation for all time worked at the
19 regular, overtime, and doubletime rate, to be paid timely pursuant to California law, to receive
20 timely wages at the time of termination, and to be reimbursed for business expenses.

21 11. Plaintiff and similar aggrieved employees were and are employed in the State of California by
22 the Defendant and/or DOES as non-exempt hourly employees during the relevant time period.
23 Plaintiff was employed in a non-exempt capacity.

24 12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the
25 LWDA and Defendant on March 25, 2026. This notice demonstrates that Plaintiff is an
26 aggrieved employee and has standing to bring a representative action on behalf of the LWDA
27 and as a private attorney general. No notice of cure by Defendant and/or DOES was provided
28 and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-

five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

B. Defendants

13. Defendant and/or DOES is a furniture company and employed Plaintiff and the aggrieved employees to provide services for Defendant’s and/or DOES’ customers in the State of California.

14. Defendant’s and/or DOES’ principal place of business was/is in the State of California.

15. Defendant and/or DOES have numerous offices and/or contracts in the State of California.

16. California is the nerve center of Defendant’s and/or DOES’ operations.

17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendant and/or DOES and were acting on behalf of Defendant and/or DOES at all times.

IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of her claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the other aggrieved employees are

composed of all non-exempt hourly employees of Defendant and/or DOES in the State of California.

21. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the minimum, regular, overtime, and/or doubletime rate of pay.

22. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

23. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by failing to provide compensation for these unprovided meal periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 7-2001, and California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

24. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

25. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 7-2001, and California Code of Regulations, Section 11070(12).

26. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff

and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

27. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the aggrieved employees all wages earned twice per month.

28. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the aggrieved employees.

30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with California law, and that Defendant and DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other aggrieved employees.

31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the other aggrieved employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

32. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive be reimbursed for business expenses in accordance with California law.

34. Plaintiff brings this action on behalf of herself and all other aggrieved employees defined as all non-exempt hourly employees of Defendant and/or DOES in California, employed

beginning one year prior to the date Plaintiff sent Notice to the LWDA.

35. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code §2698 et. seq.).

36. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

37. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and similarly situated aggrieved employees for all hours worked.

38. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

39. Plaintiff and those similarly situated aggrieved employees were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff and aggrieved employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

40. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved

employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. For example, Plaintiff and the aggrieved employees are routinely forced to perform work tasks, such as answering phone calls and communicating with Defendant and/or DOES, while off-the-clock.

41. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal periods. For example, Plaintiff and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees every day they work without a lawful meal period and have time deducted for a meal period.

42. Plaintiff and aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and aggrieved employees by failing to pay Plaintiff and aggrieved employees for meal period time when Plaintiff and aggrieved employees were not relieved of all duties and/or employer control.

43. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendant and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

44. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

45. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

46. Plaintiff, as a former non-exempt employee of Defendant and/or DOES who Defendant and/or DOES failed to pay all wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public

to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

47. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

48. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

49. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *Cal. Lab. Code* § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to *Cal. Lab. Code* § 558(a).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed

50. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

51. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the

1 employer is required or empowered to do so by state or federal law or when the deduction is
2 expressly authorized in writing by the employee for specified purposes that do not have the
3 effect of reducing the agreed upon wage.

4 52. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work.
5 Any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
6 hours in any one workweek and the first eight (8) hours worked on the seventh (7th) day of
7 work in any one workweek shall be compensated at the rate of no less than one and one-half
8 (1.5) times the regular rate of pay for an employee.

9 53. *California Labor Code* section 510 further dictates that any work in excess of twelve (12) hours
10 in one day shall be compensated at the rate of no less than two (2) times the regular rate of pay
11 for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day
12 of a workweek shall be compensated at the rate of no less than two (2) times the regular rate
13 of pay of an employee.

14 54. Defendant and/or DOES have a continuous policy of failing to pay for all overtime worked
15 when employees worked over eight (8) hours per day and when employees worked over forty
16 (40) hours per week.

17 55. Plaintiff and aggrieved employees were deprived of wages for overtime hours worked because
18 Defendant and/or DOES failed to pay them overtime wages for all overtime hours worked.
19 This resulted in Plaintiff and aggrieved employees not being paid all overtime wages owed to
20 them.

21 56. Defendant and/or DOES also failed to pay Plaintiff and aggrieved employees for all hours
22 worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week,
23 thus depriving Plaintiff and aggrieved employees of overtime wages.

24 57. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
25 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
26 a continuous and consistent policy of requiring employees to work before clocking in, after
27 clocking out, and during meal periods. For example, Plaintiff and the aggrieved employees are
28 routinely forced to perform work tasks, such as answering phone calls and communicating with

Defendant and/or DOES, while off-the-clock. When Plaintiff and the aggrieved employees work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

58. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal periods. For example, Plaintiff and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees every day they work without a lawful meal period and have time deducted for a meal period. When Plaintiff and the aggrieved employees work over eight (8) hours in a shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

59. Plaintiff and the aggrieved employees are informed and believe and thereon allege that as a direct result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid overtime wages, and lost interest on such overtime wages. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention on injuring Plaintiff and the aggrieved employees. Defendant and/or DOES act with malice or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

60. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

61. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

62. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

2 63. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
3 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
4 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
5 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
6 pursuant to Cal. Lab. Code § 558(a).

7 **THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private**
8 **Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code**
9 **§2698 et. seq.).**

10 64. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 65. Under *California Labor Code* section 512 and IWC Wage Order No. 7-2001, no employer
13 shall employ any person for a work period of more than five (5) hours without providing a
14 meal period of not less than thirty (30) minutes. During these meal periods of not less than
15 thirty (30) minutes, the employee is to be completely free of the employer's control and must
16 not perform any work for the employer. If the employee does perform work for the employer
17 during the thirty (30) minute meal period, the employee has not been provided a meal period
18 in accordance with the law. Also, the employee is to be compensated for any work performed
19 during the thirty (30) minute meal period.

20 66. In addition, an employer may not employ an employee for a work period of more than ten (10)
21 hours per day without providing the employee with another meal period of less than thirty (30)
22 minutes.

23 67. Under *California Labor Code* section 226.7, if the employer does not provide an employee a
24 meal period in accordance with the above requirements, the employer shall pay the employee
25 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
26 meal period is not provided.

27 68. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
28 failing to provide employees with meal periods within the timeframes outlined by California

1 law. Specifically, Defendant and/or DOES fail to provide Plaintiff and the aggrieved
2 employees with meal periods, if at all, within the first five (5) continuous hours of work and
3 fails to provide Plaintiff and the aggrieved employees with second meal periods, if at all, within
4 the first ten (10) continuous hours of work. For example, Defendant and/or DOES would not
5 provide Plaintiff and aggrieved employees the opportunity to take meal periods when they
6 worked shifts that were greater than ten hours.

7 69. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
8 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
9 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
10 their meal periods and/or took shortened meal periods in order to satisfy their demanding work
11 duties imposed by Defendant and/or DOES, thereby denying them the right to be completely
12 free from employer control under California law.

13 70. In addition, Defendant and/or DOES fails to keep accurate records of meal periods taken by
14 Plaintiff and aggrieved employees.

15 71. By failing to provide compensation for such unprovided or improperly provided meal periods,
16 as alleged above, Defendant and/or DOES willfully violate the provisions of *California Labor*
17 *Code* sections 226.7, 512, and IWC Wage Order No. 7-2001.

18 72. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
19 worked for Defendant and/or DOES in California.

20 73. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
21 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
22 has satisfied all prerequisites to serve as a representative of the general public to enforce
23 California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

24 74. Plaintiff, as a representative of the people of the State of California, will seek all penalties
25 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
26 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section
27 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

28 75. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself

and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

76. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab. Code §2698 et. seq.).

77. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

78. Under IWC Wage Order No. 7-2001, every employer shall authorize and permit all employees to take rest periods, “[t]he authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.” IWC Wage Order 5-2001(12). The time spent on rest periods “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

79. Under *California Labor Code* section 226.7, if the employer does not provide an employee a rest period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest break is not provided.

80. Defendant and/or DOES has a continuous policy and practice that fails to provide Plaintiff and the aggrieved employees with rest periods “at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Notably, Plaintiff and the aggrieved employees were regularly denied the ability to take any rest period at all due to the pressure of Defendant’s and/or DOES’ work demands. Moreover, Defendant and/or DOES do not provide Plaintiff and

1 the aggrieved employees with rest periods consisting of ten (10) minutes net rest time, nor do
2 they provide them with a rest period per four (4) hours worked or major fraction thereof. For
3 example, Plaintiff and the aggrieved employees were not permitted to take three rest periods
4 when Plaintiff and the aggrieved employees worked shifts in excess of ten hours. Further,
5 Defendant and/or DOES routinely failed to provide any rest periods at all or limited Plaintiff
6 and the aggrieved employees to one rest period no matter the shift length. As such, Plaintiff
7 and aggrieved employees do not get a net ten (10) minutes of rest time per four (4) hours or
8 major fraction thereof worked.

9 81. Furthermore, when Plaintiff and the aggrieved employees are able to take rest periods, Plaintiff
10 and the aggrieved employees are not relieved of all duties and/or employer control during their
11 rest periods. For example, Plaintiff and the aggrieved employees worked through their rest
12 periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby
13 denying them the right to be completely free from employer control under California law. In
14 this sense, Defendant and/or DOES does not provide a meaningful opportunity to authorize
15 and permit employees to take net ten-minute rest periods.

16 82. By failing to provide rest periods for every four hours or major fraction thereof worked per
17 day by non-exempt employees, and by failing to provide compensation for these unprovided
18 rest periods, as alleged above, Defendant and/or DOES willfully violated the provisions of
19 *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 7-2001 section
20 12(A).

21 83. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
22 worked for Defendant and/or DOES in California.

23 84. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
24 periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
25 has satisfied all prerequisites to serve as a representative of the general public to enforce
26 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for
27 violations of Cal. Lab. Code § 226.7.

28 85. Plaintiff, as a representative of the people of the State of California, will seek all penalties

otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

86. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

87. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *Cal. Lab. Code* § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to *Cal. Lab. Code* § 558(a).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).

88. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

89. Defendant and/or DOES willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left Defendant's and/or DOES' employ or who were terminated.

90. The aggrieved employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

91. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting.

2 92. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
3 pay the aggrieved employees who are no longer employed by Defendant and/or DOES their
4 wages, that were earned and unpaid, within seventy-two (72) hours of their leaving
5 Defendant's and/or DOES' employ.

6 93. Plaintiff's employment with Defendant and/or DOES terminated on or about April 7, 2025.
7 Defendant and/or DOES failed to provide Plaintiff her final wages within seventy-two (72)
8 hours of termination in accordance with *California Labor Code* sections 201 through 203.

9 94. Defendant and/or DOES have a continuous policy of not providing final wages to employees
10 who are fired at the time of termination or who quit within seventy-two (72) hours of their
11 leaving Defendant's and/or DOES' employ.

12 95. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
13 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
14 a continuous and consistent policy of requiring employees to work before clocking in, after
15 clocking out, and during meal periods. For example, Plaintiff and the aggrieved employees are
16 routinely forced to perform work tasks, such as answering phone calls and communicating with
17 Defendant and/or DOES, while off-the-clock.

18 96. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
19 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
20 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
21 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
22 thereby denying them the right to be completely free from employer control under California
23 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
24 employees every day they work without a lawful meal period and have time deducted for a
25 meal period.

26 97. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
27 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved
28 employees by failing to pay Plaintiff and similarly aggrieved employees for time when Plaintiff

- 1 and the aggrieved employees were not relieved of all duties and/or employer control.
- 2 98. In addition, through its failure to provide aggrieved employees with lawful meal and rest
3 periods Defendant and/or DOES do not pay all meal and rest period premiums owed to Plaintiff
4 and the aggrieved employees at the time of termination.
- 5 99. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no
6 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within
7 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of
8 Cal. Lab. Code §§ 201 and 202.
- 9 100. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
10 owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a
11 penalty from the due date thereof at the same rate until paid or until action is commenced;
12 but the wages shall not continue for more than thirty (30) days.
- 13 101. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages due
14 at termination, is an aggrieved employee with standing to bring an action under the
15 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to
16 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
17 2699.5.
- 18 102. Plaintiff, as a representative of the people of the State of California, seeks all penalties
19 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
20 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab.
21 Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
22 following provisions: sections 201 through 203.
- 23 103. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
24 worked for Defendant and/or DOES in California.
- 25 104. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
26 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
28 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

2 105. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
3 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
4 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
5 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
6 pursuant to Cal. Lab. Code § 558(a).

7 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
8 **Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply**
9 **with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 *et. seq.*).**

10 106. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 107. *California Labor Code* section 226 subdivision (a) requires that Defendant and/or DOES, at
13 the time of each payment of wages, “furnish each of his or her employees, either as a detachable
14 part of the check, draft, or voucher paying the employee’s wages, or separately when wages
15 are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
16 wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown as one item,
18 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
19 the name of the employee and only the last four digits of his or her social security number or
20 an employee identification number other than the social security number, (8) the name and
21 address of the legal entity that is the employer...(9) all applicable hourly rates in effect during
22 the pay period and the corresponding number of hours worked at each hourly rate and the
23 corresponding number of hours worked at each hourly rate by the employee...”

24 108. *California Labor Code* section 226, subdivision (a) also requires that “deductions made from
25 payment of wages shall be recorded in ink or other indelible form, properly dates, showing the
26 month, day, and year, and a copy of the statement and the record of the deductions shall be
27 kept on file by the employer for at least three years at the place of employment or at a central
28 location within the State of California” to itemize in wage statements and to accurately report

- 1 the total hours worked and total wages earned.
- 2 109. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in
3 excess of the normal work period shall be paid no later than the payday for the next regular
4 payroll period.” An employer complies with *California Labor Code* section 226(a) “if hours
5 worked in excess of the normal work period during the current pay period are itemized as
6 corrections on the paystub for the next regular pay period. Any corrections set out in a
7 subsequently issued paystub shall state the inclusive dates of the pay period for which the
8 employer is correcting its initial report of hours worked.”
- 9 110. Defendant and/or DOES have knowingly and intentionally failed to comply with *California*
10 *Labor Code* section 226(a) by failing to include all of the information required by *California*
11 *Labor Code* section 226(a)(1) through (9) on each and every wage statement provided to
12 Plaintiff and the other aggrieved employees.
- 13 111. In every pay period during the period of the relevant statute of limitations, Defendant and/or
14 DOES knowingly and intentionally failed to include “the name and address of the legal entity
15 that is the employer” on the wage statement provided to Plaintiff and the aggrieved employees
16 as *California Labor Code* section 226, subsection (a), requires.
- 17 112. Additionally, by virtue of its failure to pay for all time worked, Defendant and/or DOES
18 knowingly and intentionally did not correctly itemize the gross wages earned, total hours
19 worked, net wages earned, and number of hours worked at each hourly rate on wage statements
20 provided to Plaintiff and the aggrieved employees as *California Labor Code* section 226,
21 subsection (a), requires in every pay period during the period of the relevant statute of
22 limitations.
- 23 113. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
24 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
25 a continuous and consistent policy of requiring employees to work before clocking in, after
26 clocking out, and during meal periods. For example, Plaintiff and the aggrieved employees are
27 routinely forced to perform work tasks, such as answering phone calls and communicating with
28 Defendant and/or DOES, while off-the-clock.

1 114. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
2 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
3 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
4 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
5 thereby denying them the right to be completely free from employer control under California
6 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
7 employees every day they work without a lawful meal period and have time deducted for a
8 meal period.

9 115. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
10 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved
11 employees by failing to pay Plaintiff and similarly aggrieved employees for time when Plaintiff
12 and the aggrieved employees were not relieved of all duties and/or employer control.

13 116. In addition, through its failure to provide aggrieved employees with lawful meal and rest
14 periods, Defendant and/or DOES do not itemize all meal and/or rest period premiums owed to
15 Plaintiff and the aggrieved employees on their wage statements.

16 117. Throughout the statutory period, because of the knowing and intentional failure by Defendant
17 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the
18 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours
19 worked and have, therefore, not received full compensation.

20 118. Further, in addition to any penalties levied upon Defendant and/or DOES for its failure to
21 comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Plaintiff and the
22 aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses
23 additional penalties for the failure to keep the records required in subdivision (a) of Section
24 226. *Labor Code* section 226 subdivision (a) requires Defendant and/or DOES to maintain
25 records that "accurately shows all of the information required by this subdivision." Defendant
26 and/or DOES have violated its statutory duty to maintain records for Plaintiff and the aggrieved
27 employees that contain all of the information under *Labor Code* section 226(a)(1) through (9)

28 119. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who

- 1 worked for Defendant and/or DOES in California.
- 2 120. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate
3 and itemized wage statements, is an aggrieved employee with standing to bring an action under
4 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
5 to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
6 2699.5.
- 7 121. Plaintiff, as a representative of the people of the State of California, will seek all penalties
8 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
9 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section
10 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174,
11 1199.
- 12 122. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
13 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
14 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
15 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
16 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
- 17 123. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
18 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
19 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
20 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
21 pursuant to Cal. Lab. Code § 558(a).

22 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
23 **Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month**
24 **(Cal. Lab. Code § 2698 *et. seq.*).**

- 25 124. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
26 as if fully plead.
- 27 125. *California Labor Code* section 204 subdivision (a) provides “[a]ll wages . . . earned by any
28 person in any employment are due and payable twice during each calendar month, on days

designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

126. During the relevant time period, by virtue of its failure to pay for all time worked, Defendant and/or DOES intentionally and willfully failed to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month.

127. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. For example, Plaintiff and the aggrieved employees are routinely forced to perform work tasks, such as answering phone calls and communicating with Defendant and/or DOES, while off-the-clock.

128. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal periods. For example, Plaintiff and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees every day they work without a lawful meal period and have time deducted for a meal period.

129. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved employees by failing to pay Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control.

130. In addition, Defendant and/or DOES failed to pay all meal and rest period premiums owed to Plaintiff and the aggrieved employees for Defendant’s and/or DOES’ failure to provide lawful

- 1 meal and rest periods.
- 2 131. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees their wages,
3 that were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab.
4 Code § 204.
- 5 132. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
6 pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, within the
7 timeframes as required by *California Labor Code* section 204
- 8 133. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
9 worked for Defendant and/or DOES in California.
- 10 134. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed pay all wages owed
11 twice per month, is an aggrieved employee with standing to bring an action under the PAGA.
12 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
13 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
14 2699.5 for violations of Cal. Lab. Code § 204.
- 15 135. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
16 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
18 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
19 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
- 20 136. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
21 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
22 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
23 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
24 pursuant to Cal. Lab. Code § 558(a).

25 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
26 **Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business**
27 **Expenses (California Labor Code §2698 et. seq.)**

- 28 137. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

as if fully plead.

138. *California Labor Code* section 2082 provides: “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.... [which] shall include[s] all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

139. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES. These expenses include, but are not limited to, having to use their personal cell phones for business purposes. Plaintiff and the aggrieved employees have to use their personal cell phones for business purposes. For example, Plaintiff and the aggrieved employees have to use their personal cell phones to communicate with Defendant and/or DOES and other employees and to take and upload pictures. Defendant and/or DOES fail to reimburse Plaintiff and the aggrieved employees for this expense.

140. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

141. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

142. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or DOES failed to reimburse, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802.

143. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

1 **V. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
3 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- 4 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
5 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for
6 failure to provide compliant meal periods;
7 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
8 for each pay period during which an employee was underpaid due to failure to provide paid
9 meal periods;
10 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
11 for failure to provide all rest periods;
12 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
13 for each pay period during which an employee was underpaid due to failure to provide paid
14 rest periods;
15 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
16 for failure to timely pay wages at separation;
17 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
18 for failure to provide compensation at the regular, overtime, and double time rate for all time
19 worked;
20 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
21 for failure to provide compensation at the minimum wage;
22 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
23 for failure to provide accurate, itemized wage statements;
24 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
25 for failure to pay employees all wages owed twice per month;
26 K. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, *et. seq.*
27 for failure to reimburse business expenses;
28 L. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

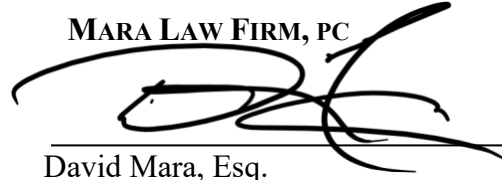
DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

MARA LAW FIRM, PC

Date: May 29, 2026

Signed:

A handwritten signature in black ink, appearing to read 'DM', is written over a horizontal line.

David Mara, Esq.
Carter Cordura, Esq.
Attorneys for Plaintiff ADRIANNA LOPEZ, on
behalf of herself and all others similarly
situated, and on behalf of the general public