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Superior Court of California,

County of San Diego

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Clerk of the Superior Court

By J. Ortler

,Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

12 **(UNLIMITED JURISDICTION)**

13 MARIA DE JESUS ORTEGA LAGUNA,

14 *Plaintiff,*

15 vs.

16 TC CALIFORNIA HOSPITALITY LLC, a
17 California limited liability company; and
18 DOES 1 to 25, inclusive,

19 *Defendants.*

Case No.:

26CU028504C

20 **COMPLAINT FOR DAMAGES FOR:**

- 21 1) Failure to Pay All Wages Earned for
22 All Hours Worked (Lab. Code §§ 510,
23 1194, 1197, and 1198);
- 24 2) Failure to Provide Rest Breaks (Lab.
25 Code §§ 226.7 and 1198);
- 26 3) Failure to Provide Meal Periods (Lab.
27 Code §§ 226.7, 512 and 1198);
- 28 4) Failure to Indemnify (Lab. Code §
2802);
- 5) Failure to Provide Accurate Itemized
Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When
Employment Ends (Lab. Code §§ 201–
203);
- 7) Failure to Pay Wages Owed Every Pay
Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Civil Penalties (Lab. Code §§ 2698, *et*
seq.);
- 11) Disability Discrimination (Gov. Code,
§§ 12940(a); 12926(m));
- 12) Failure to Engage in the Interactive
Process (Gov. Code, §12940(n));

- 13) Failure to Accommodate Disability (Gov. Code, § 12940(m));
14) Retaliation in Violation of the FEHA (Gov. Code, § 12940(h));
15) Failure To Prevent Discrimination and Retaliation in Violation of the FEHA (Gov. Code, §§ 12940(k));
16) Wrongful Termination In Violation of Public Policy; and
17) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, MARIA DE JESUS ORTEGA LAGUNA (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the Fair Employment Housing Act (“FEHA”), the Business and Professions Code, and public policy against TC CALIFORNIA HOSPITALITY LLC and DOES 1 to 25, inclusive, (collectively “TC CALIFORNIA HOSPITALITY” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of San Diego because Defendants TC CALIFORNIA HOSPITALITY LLC and DOES 1 to 25, inclusive, do business in the County of San Diego and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

THE PARTIES

3. Plaintiff MARIA DE JESUS ORTEGA LAGUNA is a female resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8

1 California Code of Regulations Section 11050 and an “Aggrieved Employee” within the
2 meaning of Labor Code Section 2699(c).

3 4. Defendant TC CALIFORNIA HOSPITALITY LLC is and was a California
4 limited liability company, doing business in San Diego County, and which employed Plaintiff.
5 As such, it is a citizen of California based on Plaintiff’s information and belief.

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

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

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

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

26 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
27 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
28 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved

1 Employees in accordance with applicable California labor laws as alleged herein.

2 **GENERAL ALLEGATIONS**

3 10. TC CALIFORNIA HOSPITALITY first began to employ Plaintiff on or around
4 July 3, 2025 at its Town & Country Resort located at 500 Hotel Cir N, San Diego, CA 92108.
5 TC CALIFORNIA HOSPITALITY continuously employed Plaintiff in that capacity until on
6 or about late October 2025 when her employment ended. During her employment, Plaintiff
7 generally worked five days a week from approximately 2:00 p.m. to 10:30 p.m.

8 11. At all relevant times, TC CALIFORNIA HOSPITALITY issued wages to
9 Plaintiff and all of the other Aggrieved Employees on a biweekly basis and paid them by the
10 hour. At all relevant times, TC CALIFORNIA HOSPITALITY classified Plaintiff and all of
11 the other Aggrieved Employees as non-exempt employees entitled to the protections of the
12 Labor Code and the Wage Order. TC CALIFORNIA HOSPITALITY employed Plaintiff and
13 all of the Aggrieved Employees more than six, eight, ten, and twelve hours per day. Plaintiff's
14 latest rate of pay was approximately \$20.35 per hour.

15 12. TC CALIFORNIA HOSPITALITY failed to pay Plaintiff and the other
16 Aggrieved Employees for all time worked or subject to its control. To the extent employees
17 such as Plaintiff and others worked through their meal periods and those meal periods were
18 interrupted, they were not compensated for that time, which would be akin to a minimum
19 wage violation. Furthermore, TC CALIFORNIA HOSPITALITY management, including
20 Assistant Supervisor, Jenny (last name unknown), Supervisor Linda (last name unknown),
21 and Manager, Alisa (last name unknown) would text/call Plaintiff and the other Aggrieved
22 Employees about work-related matters before they had clocked in for the start of their shifts or
23 after they had clocked out at the end of their shifts.

24 13. Due to the above "off the clock" violations, TC CALIFORNIA HOSPITALITY
25 failed to pay Plaintiff and the Aggrieved Employees properly-calculated overtime wages. The
26 Aggrieved Employees' actual work hours, which included the "off the clock" work as
27 described above, entitled them to overtime, however, it was not company policy to keep
28 accurate track of all hours worked and to pay employees the accurate amount of overtime,

1 especially since the “off the clock” work was not factored into the equation. Furthermore, any
2 incentive payments and/or bonus payments were not factored into employees’ regular rate of
3 pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
4 incentive payments were not factored into the correct meal and rest break premium pay per
5 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

6 14. TC CALIFORNIA HOSPITALITY failed to provide all compliant meal
7 periods and authorize and permit all compliant rest periods to which Plaintiff and the other
8 Aggrieved Employees were entitled. TC CALIFORNIA HOSPITALITY management
9 informed Plaintiff that rest breaks were optional. Due to the workload, Plaintiff frequently
10 missed rest breaks and rarely took both rest breaks in a single workday. Additionally, when
11 Plaintiff attempted to take her meal periods, TC CALIFORNIA HOSPITALITY management
12 and staff – including Assistant Supervisor Jenny (last name unknown), Supervisor Linda (last
13 name unknown), and Manager Alisa (last name unknown) – regularly interrupted her with
14 additional work assignments or work-related questions by contacting her through the walkie-
15 talkie radio. On information and belief, TC CALIFORNIA HOSPITALITY did not provide
16 premium wages for these meal and rest break violations; if TC CALIFORNIA
17 HOSPITALITY did provide premium wages, they were not paid at the correct rate, as
18 explained above.

19 15. TC CALIFORNIA HOSPITALITY failed to reimburse Plaintiff and the other
20 Aggrieved Employees for business expenses they incurred in direct consequence of the
21 discharge of their duties. TC CALIFORNIA HOSPITALITY required Plaintiff and the
22 Aggrieved Employees to use their own personal cell phones to communicate with
23 management concerning work matters. Plaintiff was also required to purchase anti-slip shoes
24 for work. However, TC CALIFORNIA HOSPITALITY did not provide Plaintiff and the
25 others with mobile phones and did not reimburse Plaintiff and the other Aggrieved Employees
26 for these mobile phone and uniform expenses. Accordingly, TC CALIFORNIA
27 HOSPITALITY was in violation of California Labor Code sections 2800 and 2802.

28 16. TC CALIFORNIA HOSPITALITY failed to pay its employees all wages due to

1 them within any time period specified by California Labor Code section 204, including the
2 minimum wages and overtime as described above as well as meal/rest break premiums.

3 17. TC CALIFORNIA HOSPITALITY did not provide Plaintiff and the other
4 Aggrieved Employees accurate, itemized wage statements. Wage statements must include,
5 among other things, total hours worked by the employee. Labor Code § 226(a)(2). TC
6 CALIFORNIA HOSPITALITY issued wage statements that inaccurately reflected total hours
7 worked, gross and net wages earned, and the number of hours worked at each hourly rate
8 because of TC CALIFORNIA HOSPITALITY's failure to properly pay wages as explained
9 herein. Labor Code §§ 226(a)(1), (2), (5), (9). TC CALIFORNIA HOSPITALITY's failure to
10 maintain accurate records as to the hours worked daily by employees also constitutes a
11 violation of Labor Code section 1174(d).

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

18 19. TC CALIFORNIA HOSPITALITY LLC has also violated Labor Code section
19 558 and engaged in business practices which violate Business and Professions Code Section
20 17200.

21 20. Additionally, on or around October 5, 2025, Plaintiff was hospitalized due to a
22 medical condition and remained hospitalized through October 7, 2025. Plaintiff promptly
23 notified TC CALIFORNIA HOSPITALITY management of her hospitalization, and
24 management instructed her to submit medical documentation to Human Resources. Plaintiff
25 fully complied and provided Human Resources with a doctor's note dated October 7, 2025
26 imposing a lifting restriction and placing her on medical leave for approximately two weeks.
27 Plaintiff continued to keep Defendant informed of her medical status and, on or around
28 October 15, 2025, provided Human Resources with a second doctor's note confirming her

1 ability to return to work as of October 25, 2025 with lifting restrictions, and her full release to
2 return to work without restrictions as of December 1, 2025. At the time Defendant terminated
3 her employment, Plaintiff's complete recovery and unrestricted return to work was only
4 approximately six weeks away. Notwithstanding this, and despite having actual knowledge of
5 Plaintiff's disability and medical condition, Defendant failed to engage in the interactive
6 process, failed to explore any reasonable accommodation including temporary medical leave
7 or modified duties, and instead informed Plaintiff that no positions were available and
8 terminated her employment. Defendant's stated justification was pretextual, as Plaintiff had
9 been actively employed just days prior and Defendant made no individualized assessment of
10 whether her temporary restrictions could be accommodated. Defendant's conduct constitutes
11 unlawful discrimination on the basis of Plaintiff's physical disability and medical condition in
12 violation of the California Fair Employment and Housing Act, Government Code sections
13 12940(a), 12940(m), and 12940(n).

14 21. Pursuant to California Government Code § 12960, Plaintiff has exhausted her
15 administrative remedies. Plaintiff filed a complaint with the State of California Civil Rights
16 Department ("CRD") (previously "DFEH") alleging claims in this complaint. On the same
17 day, the CRD issued a notice of right-to-sue to Plaintiff against the named Defendants.

18 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

1 25. Section 3 of the Wage Order states:

2 (A) Daily Overtime - General Provisions

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

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

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

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

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

32 27. Labor Code section 510 states:

33 Eight hours of labor constitutes a day's work. Any work in excess
34 of eight hours in one workday and any work in excess of 40
35 hours in any one workweek and the first eight hours worked on

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

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

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

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

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

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

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

34. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an

1 amount, subject to proof, to the extent that she was not paid the full amount of wages earned
2 during each pay period during the applicable limitations period, including minimum, overtime,
3 and double-time wages.

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

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REST BREAKS**

9 **(Lab. Code §§ 226.7 and 1198)**

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

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

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

15 38. Labor Code § 1198 states,

16 "The maximum hours of work and the standard conditions of labor
17 fixed by the commission shall be the maximum hours of work and the
18 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

19 39. In relevant part, Section 12 of the Wage Order states:

20 **Rest Periods:**

21 (A) Every employer shall authorize and permit all employees
22 to take rest periods, which insofar as practicable shall be in the
23 middle of each work period. The authorized rest period time
24 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
25 thereof. However, a rest period need not be authorized for
26 employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

27 (B) If an employer fails to provide an employee a rest period
28 in accordance with the applicable provisions of this Order, the

1 employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each work day that
the rest period is not provided.

3 40. In addition, Labor Code Section 226.7 states

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

7
8 (c) If an employer fails to provide an employee a meal or rest or
9 recovery period in accordance with a state law, including, but not
10 limited to, an applicable statute or applicable regulation, standard, or
11 order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety and
12 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

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

15 42. Defendants failed to authorize and permit Plaintiff to take compliant rest
16 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
17 rest period was not provided.

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

21 44. By reason of the above, Plaintiff is entitled to premium wages for workdays in
22 which one or more rest breaks were not provided to her pursuant to California Labor Code §
23 226.7, plus interest and costs.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

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

4 47. Labor Code § 1198 states,

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

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

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

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

23 Meal Periods:

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

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

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

1 workday.

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

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

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

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

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

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

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

19 56. In pertinent part, California Labor Code § 2802(a) states:
20 An employer shall indemnify his or her employee[s] for all
21 necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her duties.

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

25 58. TC CALIFORNIA HOSPITALITY LLC failed to reimburse Plaintiff for
26 business expenses she incurred in direct consequence of the discharge of her duties. TC
27 CALIFORNIA HOSPITALITY required Plaintiff and the Aggrieved Employees to use their
28 own personal cell phones to communicate with management concerning work matters. Plaintiff
was also required to purchase anti-slip shoes for work. However, TC CALIFORNIA

1 HOSPITALITY did not provide Plaintiff and the others with mobile phones and did not
2 reimburse Plaintiff and the other Aggrieved Employees for these mobile phone and uniform
3 expenses. Accordingly, TC CALIFORNIA HOSPITALITY LLC was in violation of California
4 Labor Code sections 2800 and 2802.

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

9 60. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
10 expenditures and losses and interest due and owing to within three years (3) of the date of the
11 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
12 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

13 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

27 64. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover
28 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a

1 violation occurs and one hundred dollars (\$100) per employee for each violation in a
2 subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000),
3 plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of
4 action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

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

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

13 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

28 71. After Plaintiff's employment with Defendants ended, Defendants willfully

1 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

2 72. Under this cause of action, Plaintiff prays for penalties due under the statutes
3 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
4 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
5 immediately preceding the filing of this lawsuit.

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

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

12 **SEVENTH CAUSE OF ACTION**

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

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

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

16 75. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

19 77. At all times relevant during the liability period, Defendants failed to pay
20 Plaintiff the full amount of all owed wages when due as required by California Labor Code
21 Section 204.

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

27 79. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
28 an amount, subject to proof, to the extent she was not paid all wages each pay period. The

1 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
2 directly from Defendants' records or indirectly based on information from Defendants' records.

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

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE PERSONNEL RECORDS**

8 **(Plaintiff against Defendants)**

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

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

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

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

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

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PAY RECORDS**

3 **(Plaintiff against all Defendants)**

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

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

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

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

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

23 **TENTH CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698, *et seq.*)**

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

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

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

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

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

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

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

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

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

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

27 D. For violations of California Labor Code § 1174, five hundred dollars
28 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by

1 California Labor Code § 1174.5).

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

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

12 96. Plaintiff has complied with the procedures for bringing suit specified in
13 California Labor Code § 2699.3. By letter dated March 16, 2026, Plaintiff filed written notice
14 online with the Labor and Workforce Development Agency (“LWDA”) and gave written
15 notices by certified mail to Defendants of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories to support the alleged violations.
17 Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has
18 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice.

19 97. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
20 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
21 connection with their claims for civil penalties.

22 **ELEVENTH CAUSE OF ACTION**

23 **DISABILITY DISCRIMINATION**

24 **(Gov. Code, §§ 12926(m), 12940(a))**

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

26 98. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

27 99. Defendants and DOES 1 to 25, inclusive, are covered employers under
28 California’s Fair Employment and Housing Act (“FEHA”).

1 100. According to Government Code section 12940(a), it is an unlawful employment
2 practice for an employer to discharge a person from employment because of a physical
3 disability. (*Id.* § 12926(m)).

4 101. At all times, Plaintiff performed her work with the utmost diligence and
5 competence and she never engaged in misconduct. Defendants had no complaints about
6 Plaintiff's work performance or behavior.

7 102. Plaintiff's medical condition substantially limited one or more of her major life
8 activities, including but not limited to, her ability to lift, bend, and perform physical labor, and
9 therefore qualifies as a physical disability within the meaning of FEHA, Government Code
10 section 12926(m), and Plaintiff was entitled to its protection.

11 103. Defendants knew of Plaintiff's disability and violated California Government
12 Code section 12940 et. seq. by discriminating against Plaintiff on the basis of her physical
13 disability and terminating her employment. Such discrimination constituted unlawful
14 discrimination in violation of California Government Code sections 12926(m) and 12940(a).

15 104. As a proximate result of the conduct of the Defendants, Plaintiff has suffered
16 and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
17 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
18 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
19 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's
20 damages will be ascertained at trial.

21 105. In committing the foregoing acts, Defendants have been guilty of oppression,
22 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
23 punitive damages in a sum appropriate to punish and make an example out of the foregoing
24 Defendants.

25 106. The acts of oppression, fraud, and/or malice, were engaged in by employees of
26 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
27 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
28 wrongful conduct for which an award of punitive damages is sought, and/or was personally

1 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
2 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
3 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
4 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
5 California Civil Code section 3294 in a sum appropriate to punish and make an example of
6 each Defendant.

7 107. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
8 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
9 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
10 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
11 award of attorneys' fees and costs.

12 **TWELFTH CAUSE OF ACTION**

13 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**

14 **(Gov. Code, §12940(n))**

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

16 108. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

17 109. Defendants and DOES 1 to 25, inclusive, are covered employers under
18 California's Fair Employment and Housing Act ("FEHA").

19 110. At all relevant times, Plaintiff was an employee of Defendants with a medical
20 condition that substantially limited one or more of her major life activities, including but not
21 limited to her ability to lift, bend, and perform physical labor, which is a disability that is
22 protected under FEHA.

23 111. Under California Government Code section 12940(n), the employer must engage
24 in a timely, good faith interactive process in response to a request for reasonable
25 accommodation by an employee with a known physical or mental disability or known medical
26 condition. The employer must initiate this process if the employee's disability is known or
27 apparent by making known to the employee other suitable job opportunities. Absent evidence of
28 undue hardship to the employer, the employer should give preference to the employee's

1 requested accommodation during this process.

2 112. As set forth in the allegations above, Defendants, and each of them, were aware
3 of Plaintiff's disability and failed to engage in the interactive process with Plaintiff to determine
4 effective reasonable accommodations as required by California Government Code section
5 12940(n) and 12926.1(e).

6 113. Had Defendants, and each of them, engaged in a timely good faith interactive
7 process, there were reasonable accommodations that would have accommodated Plaintiff's
8 disability.

9 114. As a direct and proximate result of the conduct of Defendants, and each of them,
10 Plaintiff has been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and
11 additional amounts of money Plaintiff would have received if Plaintiff had been afforded a good
12 faith interactive process. As a result, Plaintiff has suffered such damages in an amount
13 according to proof.

14 115. As a further direct and proximate result of the conduct of Defendants, and each
15 of them, Plaintiff has been harmed in that Plaintiff has suffered the intangible loss of
16 employment-related opportunities. As a result, Plaintiff has suffered such damages in an amount
17 according to proof.

18 116. As a further direct and proximate result of the conduct of Defendants, and each
19 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish,
20 and emotional distress, and has been harmed in mind and body. As a result, Plaintiff has
21 suffered such damages in an amount according to proof.

22 117. The above-recited actions of Defendants, and each of them, were done with
23 malice, fraud, oppression, and in reckless disregard of Plaintiff's rights under the FEHA.
24 Accordingly, Plaintiff is entitled to an award of punitive damages.

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THIRTEENTH CAUSE OF ACTION
FAILURE TO ACCOMMODATE DISABILITY
(Gov. Code, § 12940(m))
(By Plaintiff against all Defendants)

118. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth herein.

119. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act ("FEHA").

120. At all relevant times, Plaintiff was an employee of Defendants with a medical Condition which substantially limited one or more of her major life activities, including but not limited to, her ability to lift, bend, and perform physical labor, which is a disability that is protected under FEHA.

121. California Government Code section 12940(m) makes it unlawful "[f]or an employer or other entity...to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee."

122. As set forth above, Plaintiff provided Defendants with a work restriction letter from her physician based on her physical disability, but rather than accommodating Plaintiff's physical disability, Defendants terminated Plaintiff's employment.

123. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

124. In committing the foregoing acts, Defendants have been guilty of oppression, fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

125. The acts of oppression, fraud, and/or malice, were engaged in by employees of

1 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
2 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
3 wrongful conduct for which an award of punitive damages is sought, and/or was personally
4 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
5 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
6 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
7 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
8 California Civil Code section 3294 in a sum appropriate to punish and make an example of each
9 Defendant.

10 126. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
11 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
12 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
13 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
14 award of attorneys' fees and costs.

15 **FOURTEENTH CAUSE OF ACTION**
16 **RETALIATION IN VIOLATION OF THE FEHA**

17 **(Gov. Code, § 12940(h))**

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

19 127. Plaintiff incorporates by reference each and every paragraph of this Complaint
20 as if fully alleged herein.

21 128. Defendants and DOES 1 to 25, inclusive, are covered employers under
22 California's Fair Employment and Housing Act ("FEHA").

23 129. At all relevant times, Plaintiff was an employee of Defendants with a medical
24 condition which substantially limited one or more of her major life activities, including but not
25 limited to, her ability to lift, bend, and perform physical labor, which is a disability that is
26 protected under FEHA.

27 130. The California Fair Employment and Housing Act (FEHA), Government Code
28 section 12900 et seq., provides that it is illegal for an employer to retaliate against an

1 employee who has opposed any practices that violated the FEHA. (*Id.* § 12940(h).)

2 131. As alleged above, Defendants retaliated against and terminated her employment
3 as a result of her physical disability.

4 132. As a direct and proximate result of Defendants' conduct, Plaintiff has been
5 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other
6 things. As a result, Plaintiff has suffered such damages in an amount according to proof.

7 133. As a further direct and proximate result of the conduct of Defendants, and each
8 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish
9 and emotional distress, and has been harmed in mind and body. As a result, Plaintiff has
10 suffered such damages in an amount according to proof.

11 134. The acts of oppression, fraud, and/or malice, were engaged in by employees of
12 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
13 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
14 wrongful conduct for which an award of punitive damages is sought, and/or was personally
15 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
16 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
17 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
18 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance
19 with California Civil Code section 3294 in a sum appropriate to punish and make an example
20 of each Defendant.

21 135. FEHA provides for an award of reasonable attorneys' fees and costs incurred
22 by a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and
23 will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
24 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
25 award of attorneys' fees and costs.

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FIFTEENTH CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION AND RETALIATION
IN VIOLATION OF THE FEHA
(Gov. Code, §§ 12940(k))
(By Plaintiff against all Defendants)

136. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

137. Plaintiff was and is at all times relevant hereto an employee covered by Government Code § 12926(c).

138. Defendants were at all times relevant hereto employers who employed five or more persons within the meaning of Government Code § 12926(d), and California Government Code §§ 12940, et seq., was in full force and effect and was binding on Defendants.

139. The Fair Employment and Housing Act (“FEHA”) prohibits an employer to fail to take all reasonable steps necessary to prevent discrimination from occurring. Cal. Gov. Code §12940(k).

140. During the course of Plaintiff’s employment, Defendants failed to prevent their employees, including management, from engaging in intentional actions that resulted in Plaintiff being treated less favorably and eventually being terminated because of Plaintiff’s protected status (i.e. her physical disability). During the course of Plaintiff’s employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. During the course of Plaintiff’s employment, Defendants failed to prevent a pattern and practice by its employees of intentional discrimination and retaliation on the basis of physical disability, and/or other protected status and/or protected activity.

141. Defendants subjected Plaintiff to unlawful discrimination by scheduling her to work at the venues that entailed a heavier workload despite her physical disability and her limitations in violation of Cal. Gov. Code § 12940(a).

142. As a proximate result of the wrongful acts of Defendants, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment-related opportunities and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code Sections 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

143. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that she will continue to experience said emotional suffering for a period in the future she cannot presently ascertain, all in an amount subject to proof at the time of trial.

144. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum appropriate to punish and make an example of Defendants.

SIXTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(By Plaintiff against all Defendants)

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

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

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

(A) According to Government Code section 12940(a), it is an unlawful

1 employment practice for an employer to discharge a person from employment because of a
2 physical disability.

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

8 148. Defendants retaliated against Plaintiff and wrongfully terminated her
9 employment based on her physical disability in violation of the FEHA. Despite having actual
10 knowledge of Plaintiff’s disability, receiving her medical documentation, and being on notice
11 of her imminent return to full duty, Defendants failed and refused to engage in the interactive
12 process, failed to provide any reasonable accommodation including temporary medical leave or
13 modified duties, and instead terminated Plaintiff’s employment under the pretextual claim that
14 no positions were available. Moreover, Plaintiff was forced to hire an attorney to assist her to
15 end these illegal activities.

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

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

27 151. The foregoing conduct engaged in by Defendants and each of their directors,
28 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,

1 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
2 an environment free of retaliation and labor code violations, so as to justify the imposition of
3 punitive damages to punish and set an example of said Defendants.

4 **NINETEENTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

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

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

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

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

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

16 155. The unlawful conduct of Defendants alleged herein amounts to and constitutes
17 unfair competition within the meaning of California Business & Professions Code §§ 17200,
18 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
19 unfairly gained a competitive advantage over other comparable companies doing business in
20 California that comply with their legal obligations to, among other things, refrain from
21 discriminatory and retaliatory practices and prevent discrimination and retaliation, pay their
22 employees premium wages for workdays in which they did not provide employees with one or
23 more meal and rest periods, indemnify them for all business expenses incurred during the
24 course of performing their duties, including, but not limited to, uniform items and mobile
25 phone expenses, and pay them all wages earned.

26 156. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
27 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
28 hours worked, failed to provide her with premium wages for missed meal and rest periods, and

1 failed to reimburse Plaintiff for all expenses she incurred in the course of performing her
2 duties.

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

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

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

12 **PRAYER FOR RELIEF**

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

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

- 1 10. For maximum civil penalties available under the Labor Code and applicable Wage
2 Order against Defendants as described more particularly in the Complaint;
3 11. For restitution and disgorgement for all unfair business practices by corporate
4 Defendants against Plaintiff in an amount according to proof;
5 12. For an order enjoining corporate Defendants from further unfair and unlawful business
6 practices in violation of Business and Professions Code Sections 17200, et seq.;
7 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
8 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
9 damages, damages, penalties, and waiting time penalties according to proof to the
10 extent permitted by law;
11 14. For the imposition of civil penalties and/or statutory penalties;
12 15. For all interest as allowed by law;
13 16. For all costs and disbursements incurred in this suit;
14 17. Reasonable attorney's fees where available by law, including but not limited to,
15 pursuant to, Labor Code section 2698 *et seq.*, the FEHA, Code of Civil Procedure
16 section 1021.5, and/or other applicable laws; and
17 18. For such other and further relief as this Court may deem proper.

18 **DEMAND FOR JURY TRIAL**

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

21 Dated: May 26, 2026

MM LAW, APC

22 By Maralle Messrelan
23 Maralle Messrelan, Esq.
24 Attorney for Plaintiff,
25 MARIA DE JESUS ORTEGA LAGUNA
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27
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