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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Zadorian, Deputy Clerk

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

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

CRYSTAL ALDANA, on behalf of herself
and all others similarly situated and on behalf
of the general public,

Plaintiff,

v.

QUALITY SEAFOOD, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: **26STCV18561**

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7 AND 512; IWC WAGE
ORDER 5-2001)**
- 2. FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, 512, 1194 AND
1194.2; IWC WAGE ORDER 5-2001)**
- 3. FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e), (h))**
- 4. FAILURE TO TIMELY PAY WAGES DUE
AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**
- 5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**
- 6. PENALTIES PURSUANT TO LABOR CODE
§ 2699(f) FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 510, 512, AND 1194
AND PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

DEMAND FOR JURY TRIAL

1 Plaintiff CRYSTAL ALDANA (“Plaintiff”), individually and on behalf of all similarly situated
2 individuals (the “Class”), on behalf of the general public, and as an “aggrieved employee” under the
3 Labor Code Private Attorneys General Act of 2004, complains of QUALITY SEAFOOD, INC., a
4 California corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as
5 “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
9 § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who currently
10 work or formerly worked for Defendants within the State of California.

11 2. For at least four (4) years prior to the filing of this action and continuing to the present
12 (the “liability period”), Defendants have had consistent policies of failing to pay Plaintiff and Class
13 Members (as defined below) all wages due; provide legally compliant meal and rest periods, or
14 compensation in lieu thereof to Plaintiff and Class Members; provide Plaintiff and Class Members with
15 accurately itemized wage statements; and timely pay Plaintiff’s and Class Members’ wages upon
16 separation of employment.

17 3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor
18 Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and 1194.2 seeking compensation
19 for all unpaid wages, liquidated damages, civil and statutory penalties, injunctive and other equitable
20 relief, and reasonable attorneys’ fees and costs.

21 4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business &
22 Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits
23 Defendants enjoyed from their failure to pay all wages due to Class Members.

24 5. Plaintiff, on behalf of herself and all Aggrieved Employees (as defined herein) pursuant
25 to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants’ various violations of the California
26 Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members throughout California, including in Los Angeles County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff CRYSTAL ALDANA worked for Defendants from February 16, 2022 through January 23, 2026 as a non-exempt employee in Los Angeles County.

8. During her work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied meal and rest periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Willfully denied timely payment of all wages due upon separation of her employment.

B. Defendants

9. Defendant QUALITY SEAFOOD, INC. is a California corporation, that employed Plaintiff and Class Members throughout California, including in Los Angeles County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted 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 is legally attributable to the other Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All persons employed by Defendants in a non-exempt position in California at any time since the date four years preceding the filing of this Action and continuing through the present.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

A. Numerosity

16. The potential Class Members as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 250 persons in the State of California who fall within the Class definition.

17. Accounting for turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members is not practicable.

///

B. Commonality

18. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to pay all wages due to Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 5-2001;
- b. Whether Defendants failed to properly provide meal and rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 510, 512, 1194, and 1194.2 and IWC Wage Order 5-2001;
- c. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e), and (h);
- d. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
- e. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

20. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

1 **E. Superiority of Class Action**

2 21. A class action is superior to other available means for the fair and efficient adjudication
3 of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions
4 of law and fact common to the proposed Class predominate over any questions affecting only individual
5 members of the proposed Class. Each member of the proposed Class has been damaged and is entitled
6 to recovery by reason of Defendants' illegal policies and/or practices.

7 22. Class action treatment will allow those similarly situated persons to litigate their claims
8 in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
9 unaware of any difficulties that are likely to be encountered in the management of this action that would
10 preclude its maintenance as a class action.

11 **IV.**

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

15 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

16 **(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 5-2001)**

17 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth
18 herein.

19 24. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants
20 failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and
21 IWC Wage Order 5-2001.

22 25. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
23 were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order
24 5-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely,
25 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second
26 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were
27 not paid premium wages of one hour's pay at the correct rate for each missed first or second meal
28 period. The time records further reflect facially noncompliant, short, late, or entirely missed meal

1 periods without corresponding premium payments. This violates Labor Code §§ 226.7 and 512 and
2 IWC Wage Order 5-2001.

3 26. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001, Plaintiff seeks
4 the payment of all meal period compensation and unpaid wages that Class Members are owed for four
5 years preceding the filing of this Action, according to proof.

6 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

7 **V.**

8 **SECOND CAUSE OF ACTION**

9 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

10 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

11 **(LABOR CODE §§ 226.7, 510, 512, 1194 AND 1194.2; IWC WAGE ORDER 5-2001)**

12 27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth
13 herein.

14 28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants
15 failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage
16 Order 5-2001.

17 29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
18 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.5-2001.
19 Specifically, Plaintiff and Class Members were routinely unable to take a net ten (10)-minute paid rest
20 period for every four (4) hours worked or major fraction thereof, and were not paid the required one
21 (1) hour premium wage for each missed or noncompliant rest period. Time and payroll records further
22 demonstrate that Defendants maintained an unlawful policy and practice of requiring employees to
23 clock out for rest periods, despite the requirement that such breaks be on-duty and compensated.
24 Although Defendants attempted to add time back for these off-the-clock intervals, payroll records show
25 that Defendants systematically added a fixed amount of approximately 0.15–0.17 hours (approximately
26 9–10 minutes) per day, regardless of the actual number or duration of rest periods taken. This practice
27 resulted in underpayment on days where employees took multiple or longer rest periods, and only
28 occasional slight overpayment when a single short break was taken, thereby failing to fully compensate

1 employees for all hours worked. Additionally, time records reflect that Plaintiff and Class Members
2 were frequently denied compliant rest periods altogether, or were provided only one rest period despite
3 working shifts exceeding eight (8) hours. Because Defendants recorded these rest periods, these
4 violations are readily ascertainable from its own records. These noncompliant rest periods—including
5 missed, short, late, or off-the-clock breaks—triggered premium wage obligations that Defendants failed
6 to pay. Accordingly, Defendants’ conduct resulted in unpaid wages, including minimum and overtime
7 wages, and violated Labor Code §§ 226.7, 510, 1194, 1194.2, and IWC Wage Order No. 5-2001.

8 30. Pursuant to Labor Code § 226.7 and IWC Wage Order 5-2001, Plaintiff seeks the
9 payment of all rest period compensation and unpaid wages that Class Members are owed for four years
10 preceding the filing of this Action, according to proof. Plaintiff also seeks, pursuant to Labor Code §§
11 1194 and 1194.2, all unpaid wages due and liquidated damages due, respectively.

12 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

13 **VI.**

14 **THIRD CAUSE OF ACTION**

15 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

16 **FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**

17 **(LABOR CODE § 226(a), (e))**

18 31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth
19 herein.

20 32. Section 226(a) of the California Labor Code requires Defendants to provide wage
21 statements to employees. In those wage statements, Defendants must provide an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
23 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
24 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may
25 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
26 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
27 social security number or an employee identification number other than a social security number, (8)
28 the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee. Defendants have failed to comply with Labor Code § 226(a).

3 33. Defendants failed to issue Plaintiff and Class Members wage statements that fully and
4 accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and
5 Class Members were not paid all wages due. As such, the wage statements provided by Defendants
6 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours
7 worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code §
8 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number
9 of hours worked, in violation of Labor Code § 226(a)(9).

10 34. As a consequence of Defendants' willful conduct in failing to provide Class Members
11 with accurately itemized wage statements, Plaintiff and Class Members have been injured because they
12 are not able to ascertain all of the information required by Labor Code § 226(a). As a result, Plaintiff
13 and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of
14 all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee
15 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per
16 employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive relief,
17 pursuant to Labor Code § 226(h).

18 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

19 **VII.**

20 **FOURTH CAUSE OF ACTION**

21 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

22 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

23 **(LABOR CODE §§ 201-203)**

24 35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth
25 herein.

26 36. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
27 due within 72 hours after resignation of employment or the day of termination of employment. Labor
28 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,

1 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
2 or an action is commenced. The penalty cannot exceed 30 days of wages.

3 37. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
4 set forth in Labor Code §§ 201, 202, in violation of Labor Code § 203. Plaintiff and Class Members
5 were not paid all wages due and owing throughout the course of their employment, as detailed above.
6 Consequently, at the time of their separation from employment with Defendants, they were not paid all
7 final wages due and owing for the entirety of their employment and were not paid all wages owed. This
8 violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members no
9 longer employed by Defendants.

10 38. More than 30 days have passed since Plaintiff and Class Members have left Defendants'
11 employ.

12 39. As a consequence of Defendants' willful conduct in not paying wages owed timely upon
13 separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty
14 under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

15 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

16 **VIII.**

17 **FIFTH CAUSE OF ACTION**

18 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

19 **UNFAIR COMPETITION PURSUANT TO**

20 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

21 40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set forth
22 herein.

23 41. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
24 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to
25 Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
26 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
27 and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
28 the meaning of Code of Civil Procedure § 1021.5.

1 42. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and
2 therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate
3 equitable relief.

4 43. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
5 practices.

6 44. Wage and hour laws express fundamental public policies. Properly providing employees
7 with all wages due is a fundamental public policies of this State and of the United States. Labor Code
8 § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to
9 ensure that employees are not required or permitted to work under substandard and unlawful conditions,
10 and to protect law-abiding employers and its employees from competitors who lower their costs by
11 failing to comply with minimum labor standards.

12 45. Defendants have violated statutes and public policies. Through the conduct alleged in
13 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
14 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business
15 practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff, and all
16 persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all
17 employees under law.

18 46. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
19 §17200 *et seq.* of the Business & Professions Code.

20 47. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of
21 reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200
22 *et seq.* of the Business & Professions Code.

23 48. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
24 similarly situated have been damaged in a sum as may be proven.

25 49. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should
27 make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
28 the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice

1 prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of
2 profits which may be necessary to restore Plaintiff and all Class Members to the money Defendants
3 have unlawfully failed to pay.

4 **IX.**

5 **SIXTH CAUSE OF ACTION**

6 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
7 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
8 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR**
9 **CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10 50. Plaintiff incorporates paragraphs 1 through 49 of this Complaint as though fully set forth
11 herein.

12 51. As a result of the acts alleged above, including the Labor Code violations set forth
13 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants on behalf of
14 all other non-exempt employees employed by Defendants between April 1, 2025 and the present
15 (“Aggrieved Employees”).

16 52. For each such violation, Aggrieved Employees are entitled to penalties in an amount to
17 be shown at the time of trial subject to the following formula:

- 18 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
19 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
20 and 1194; and
21 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
22 Code §§ 226.3 and 558

23 53. Penalties recovered will be allocated 75% to the Labor and Workforce Development
24 Agency, and 25% to the affected employees.

25 54. On April 1, 2026, Plaintiff sent a letter, by online submission to the LWDA and by
26 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
27 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
28 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of April 1, 2026. Plaintiff may therefore commence this action to seek civil penalties
2 pursuant to Labor Code § 2698 *et seq.*

3 **RELIEF REQUESTED**

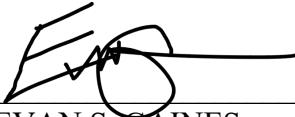
4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid
6 wages due to Plaintiff and Class Members;
- 7 2. For liquidated damages, pursuant to Labor Code § 1194.2 in the amount of all unpaid
8 minimum wages due to Plaintiff and Class Members;
- 9 3. For compensatory damages in the amount of one hour of wages for each day on which
10 a meal period was not properly provided to Plaintiff and Class Members pursuant to
11 Labor Code §§ 226.7 and 512;
- 12 4. For compensatory damages in the amount of one hour of wages for each day on which
13 a rest period was not properly provided to Plaintiff and Class Members pursuant to
14 Labor Code § 226.7;
- 15 5. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
- 16 6. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
- 17 7. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
- 18 8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
19 Aggrieved Employees;
- 20 9. For restitution for unfair competition pursuant to Business & Professions Code § 17200
21 *et seq.* for Plaintiff and Class Members;
- 22 10. An award of prejudgment and post-judgment interest;
- 23 11. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h),
24 1194, and other applicable law;
- 25 12. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other
26 applicable law; and
- 27 13. Such other and further relief as this Court may deem just and proper.

1 Dated: June 10, 2026

Respectfully submitted,

2 GAINES LAW CORPORATION

3
4 By: 

EVAN S. GAINES

Attorney for Plaintiff

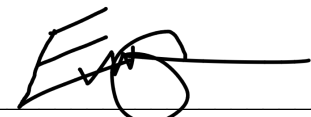
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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

8 Dated: June 10, 2026

Respectfully submitted,

9 GAINES LAW CORPORATION

10
11 By: 

EVAN S. GAINES

Attorneys for Plaintiff