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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 ISIS MARIEL COTA, on behalf of herself,
11 the State of California, and all Aggrieved
12 Employees,

13 Plaintiffs,

14 vs.

15 MDP CATERING & EVENTS, INC.; and
16 DOES 1 through 100, inclusive,

17 Defendants.

Case No.: 37-2024-00002846-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Isis Mariel Cota (hereinafter “Plaintiff”), on behalf of herself, the State of
2 California, and other aggrieved employees, hereby brings this Representative Action Complaint
3 (“Complaint”) against MDP Catering & Events, Inc.; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of
7 California, hereby brings this Complaint for recovery of civil penalties under the Private
8 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare
9 Commission Wage Order 4 (“Wage Order 4”). The monetary damages that Plaintiff seeks exceed
10 this Court’s jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
13 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
14 County of San Diego. Defendants own, maintain offices, transact business, have agent(s) within
15 the County of San Diego, and/or otherwise are found within the County of San Diego, and
16 Defendants are within the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within
20 the statute of limitations periods applicable to each cause of action pled herein.

21 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
22 of limitations periods applicable to this action through the present, Defendants did (and continue
23 to do) business and employed Plaintiff and other aggrieved employees within, among other
24 counties, San Diego County and the state of California and, therefore, were (and are) doing
25 business in San Diego County and the State of California.

26 5. Plaintiff does not know the true names or capacities, whether individual, partner,
27 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
28 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
2 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
3 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
4 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful
5 employment practices, wrongs, injuries and damages complained of herein.

6 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

8 7. At all times herein mentioned, each of said Defendants participated in the doing
9 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
10 Defendants, and each of them, were the agents, servants, and employees of each and every one of
11 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
12 were acting within the course and scope of said agency and employment. Defendants, and each
13 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
14 omissions complained of herein.

15 8. At all times mentioned herein, Defendants, and each of them, were members of
16 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
18 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other
19 aggrieved employees.

20 **REPRESENTATIVE ACTION ALLEGATIONS**

21 9. Plaintiff was employed by Defendants as a non-exempt employee from
22 approximately November 2022 to February 22, 2023.

23 10. During Plaintiff's employment with Defendants, Defendants failed to pay Plaintiff
24 and other non-exempt aggrieved employees' overtime at one and one-half times their regular rate
25 of pay. Specifically, Defendants failed to pay Plaintiff and other aggrieved employees overtime
26 pay when they worked over 8.0 hours in a workday. For example, in the pay period of February
27 13, 2023 to February 19, 2023, Plaintiff's pay records reflect that she was only paid for 31.83
28 regular hours; however, her time records reflect that she worked 8 hours and 5 minutes on

February 18, 2023, and thus should have been paid for 5 minutes of overtime for that workday. Thus, Plaintiff was not paid for 5 minutes of overtime wages owed during this pay period.

11. Defendants have also failed to authorize and permit rest periods to Plaintiff and other aggrieved employees. Specifically, Plaintiff and other aggrieved employees were frequently unable to take rest periods to which they were entitled as a result of the workload Defendants imposed upon them. In those instances that Defendants failed to authorize and permit Plaintiff and other aggrieved employees to take a legally compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

12. Defendants have also failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements, in that the wage statements issued to Plaintiff and other aggrieved employees were facially deficient as they failed to list the complete address for the employing entity and, therefore, failed to comply with Labor Code §226(a)(8). Specifically, during the relevant time period, the wage statements issued by Defendants generally included only, “MDP Catering & Events Inc., 1895 Camino Del Rio S”, but did not include the city, state or ZIP code. Plaintiff is informed and believes, and based thereon alleges, that Defendants have issued similarly defective wage statements to all of Defendants’ employees during the relevant time period. Thus, the wage statements issued to Plaintiff and other aggrieved employees, failed to comply with the requirements set forth by Labor Code § 226(a)(8).

13. As a result of Defendants’ failure to pay all overtime wages, as well as Defendants’ failure to pay rest period premium wages, Defendants have failed to pay all wages owed to Plaintiff and other formerly employed aggrieved employees at the separation of their employment in violation of Labor Code §§ 201-202.

14. As a further result of Defendants’ failure to pay all overtime wages, as well as Defendants’ failure to pay rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff and other aggrieved employees.

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 15. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 16. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.*, and, acting on behalf of herself and other aggrieved employees, brings this
8 representative action against Defendants to recover the civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

21 a. Failing to pay Plaintiff and other aggrieved employees all overtime
22 compensation earned in violation of Labor Code §§ 204, 510, 511, 558, 1194,
23 and 1198;

24 b. Failing to authorize and permit all legally required rest periods and failing to
25 pay rest period premiums to Plaintiff and other aggrieved employees at the
26 employees’ respective regular rates of compensation for rest period violations
27 in violation of Labor Code §§ 226.7, 516, 558, and 1198;

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- 1 c. Failing to provide Plaintiff and other aggrieved employees with complete,
2 accurate, itemized wage statements in violation of Labor Code § 226;
3 d. Failing to pay all wages owed to Plaintiff and other aggrieved former
4 employees at their separation of employment in violation of Labor Code § 201-
5 203; and
6 e. Failing to maintain accurate records in violation of Labor Code §§ 1174 and
7 1198.

8 17. On or about November 13, 2023, Plaintiff notified Defendant MDP Catering &
9 Events, Inc. via certified mail, and notified the California Labor and Workforce Development
10 Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and
11 Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*
12 with respect to the violations of the California Labor Code identified in Paragraph 16 (a)-(e). Now
13 that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these
14 violations, and the LWDA has not provided notice that it intends to investigate the violations,
15 Plaintiff has exhausted her administrative requirements for bringing a claim under the Private
16 Attorneys General Act with respect to these violations.

17 18. Based on the foregoing, Plaintiff seeks to represent herself, the State of California,
18 and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and
19 former employees who worked for Defendants in California at any time from one year prior to
20 the submission of Plaintiff’s PAGA notice until the date that judgment is entered in this action or
21 any alternative date agreed upon by the parties and/or approved by the court.

22 19. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect her interest and the interests of other aggrieved employees, and to assess and collect the
24 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
25 she is entitled to recover under California Labor Code § 2699(g).

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

4 20. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code § 2699,
6 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
7 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant
8 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
9 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
10 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
11 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
12 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
13 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
14 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
15 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
16 Labor Code § 2699(f);

17 21. On all causes of action, for attorney's fees and costs as provided by Labor Code §
18 2699(g) and Code of Civil Procedure § 1021.5; and

19 22. For such other and further relief the Court may deem just and proper.

20 Dated: January 22, 2024

Respectfully submitted,
ABRAMSON LABOR GROUP

21 By:

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Tuvia Korobkin
23 Attorneys for Plaintiff
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