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ATTORNEYS FOR PLAINTIFF
MARTHA ALVAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARTHA ALVAREZ, an individual;

Plaintiff,

vs.

PRINCE HOSPITALITY, LLC, a California
limited liability company; and DOES 1
through 50,

Defendants.

Case No.: 26STCV04504

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

- (1) FAILURE TO PAY MINIMUM WAGES;
- (2) FAILURE TO PROVIDE MEAL PERIODS;
- (3) FAILURE TO PAY REPORTING TIME PAY;
- (4) FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS;
- (5) SEXUAL HARASSMENT;
- (6) FAILURE TO PREVENT HARASSMENT
- (7) ASSAULT;
- (8) VIOLATION OF THE UNFAIR COMPETITION LAW;
- (9) HOSTILE WORK ENVIRONMENT

Plaintiff MARTHA ALVAREZ (hereinafter "PLAINTIFF") files her Complaint against Defendants PRINCE HOSPITALITY, LLC, a California limited liability company, and DOES 1 through 50 (collectively "DEFENDANTS"), alleges as follows:

PARTIES

1. PLAINTIFF is an individual residing in the State of California in the County of Los Angeles and performed work for DEFENDANTS in Los Angeles County.

1 2. On information and belief, Defendant PRINCE HOSPITALITY, LLC is a California
2 limited liability company that employed PLAINTIFF by exercising control over PLAINTIFF's
3 wages, hours, or working conditions.

4 3. The true names and capacities, whether individual, corporate, associate or otherwise,
5 of DOES 1 through 50, are unknown to PLAINTIFF, who therefore sues said Defendants by such
6 fictitious names. PLAINTIFF will amend this Complaint by inserting the true names and capacities
7 of each such Defendants, with appropriate charging allegations, when they are ascertained.
8 PLAINTIFF is informed and believes and thereon alleges that each of the Defendants designated
9 herein as "DOE" is responsible in some manner for the injuries suffered by PLAINTIFF and for
10 damages proximately caused by the conduct of each such Defendant as herein alleged.

11 4. PLAINTIFF is informed and believes and thereon alleges that at all relevant times
12 DEFENDANTS engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or
13 ratified the conduct of its employees and/or agents, and are liable for the wrongful conduct of its
14 employees and/or agents as alleged herein.

15 5. PLAINTIFF is informed and believes and thereon alleges that, at all relevant times
16 mentioned herein, DEFENDANTS were an alter-ego of each and every other defendant. Unity of
17 interest and ownership existed such that the separate personalities each defendant never existed or
18 ceased to exist. Further, if the acts are treated as those of one of the DEFENDANTS alone, an
19 inequitable result will follow. Accordingly, PLAINTIFF alleges that each Defendant was an alter-
20 ego of each and every other Defendant and vice versa.

21 **VENUE AND JURISDICTION**

22 6. This Court has jurisdiction over this matter because DEFENDANTS conduct business
23 in and have substantial contacts within the State of California and in Los Angeles County specifically.

24 7. Venue is proper in the County of Los Angeles because PLAINTIFF performed work
25 for DEFENDANTS in the County of Los Angeles and DEFENDANTS had control over
26 PLAINTIFF's wages, hours, or working conditions in the County of Los Angeles.

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1 **FACTUAL ALLEGATIONS**

2 8. PLAINTIFF started working for DEFENDANTS on or about June 9, 2025, and
3 continued working until PLAINTIFF's medical leave commenced on December 17, 2025. During
4 PLAINTIFF's employment, DEFENDANTS operated multiple hotels. PLAINTIFF's primary work
5 location is DEFENDANT PRINCE HOSPITALITY's hotel Homewood Suites by Hilton Santa
6 Clarita located at 28700 Newhall Ranch Road, Santa Clarita, California, 91355.

7 9. As a Housekeeper, PLAINTIFF's duties include, but are not limited to cleaning rooms,
8 helping other housekeepers wash and iron clothes, and taking out trash.

9 10. PLAINTIFF typically works 8 hours per day, 5 days per week, for a total of
10 approximately 40 hours per week.

11 11. Throughout PLAINTIFF's employment, PLAINTIFF's regular hourly rate of pay was
12 \$18.00 per hour.

13 12. Throughout PLAINTIFF's employment, DEFENDANTS maintained uniform
14 policies, practices, and procedures that systematically violated California wage and hour laws.

15 **A. Minimum Wage Violations**

16 13. Prior to PLAINTIFF's first day of work on June 9, 2025, DEFENDANTS required
17 PLAINTIFF to complete mandatory onboarding activities including, but not limited to: completing
18 employment paperwork, reviewing employee handbook policies, completing safety training modules,
19 and filling out tax and benefit enrollment forms.

20 14. DEFENDANTS did not compensate PLAINTIFF for the time spent completing these
21 mandatory onboarding activities. DEFENDANTS had actual knowledge that PLAINTIFF was
22 performing these activities off-the-clock because DEFENDANTS required PLAINTIFF to complete
23 them and provided the materials and instructions for completion.

24 15. At all relevant times, DEFENDANTS failed to pay PLAINTIFF the minimum wage
25 as required by Labor Code section 1197 by failing to compensate PLAINTIFF for the mandatory
26 onboarding activities described above.

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1 **B. Meal Period Violations**

2 16. Pursuant to Labor Code section 512 and applicable IWC Wage Orders, employers
3 must provide non-exempt employees with a 30-minute off-duty meal period after no more than 5
4 hours of work, and a second 30-minute meal period for shifts exceeding 10 hours. The employer
5 must relieve employees of all duty during meal periods and relinquish control over their activities.

6 17. Throughout PLAINTIFF's employment, PLAINTIFF regularly worked shifts of 8
7 hours per day, 5 days per week, which exceeded 5 hours per day and entitled PLAINTIFF to at least
8 one 30-minute uninterrupted meal period pursuant to Labor Code section 512.

9 18. During PLAINTIFF's employment, DEFENDANTS failed to provide PLAINTIFF
10 with the required uninterrupted meal periods. Specifically, DEFENDANTS either: (a) provided meal
11 periods that were shorter than the required 30 minutes; (b) failed to relieve PLAINTIFF of all duties
12 during meal periods, requiring her to remain available for work-related tasks; or (c) interrupted
13 PLAINTIFF's meal periods for work-related matters.

14 19. As a result of these meal period violations, PLAINTIFF is entitled to one hour of pay
15 at PLAINTIFF's regular rate of compensation for each workday that a compliant meal period was not
16 provided, pursuant to Labor Code section 226.7.

17 **C. Wage Statement Violations**

18 20. Labor Code section 226 requires employers to provide employees with accurate
19 itemized wage statements showing, among other things: (1) gross wages earned, (2) total hours
20 worked, (3) all deductions, (4) net wages earned, (5) the inclusive dates of the pay period, (6) the
21 employee's name and last four digits of social security number or employee identification number,
22 (7) the name and address of the legal entity that is the employer, (8) all applicable hourly rates and
23 corresponding hours worked at each rate, and (9) the number of piece-rate units earned and applicable
24 piece rate if the employee is paid on a piece-rate basis.

25 21. Throughout PLAINTIFF's employment, DEFENDANTS failed to provide
26 PLAINTIFF with accurate itemized wage statements. Specifically, DEFENDANTS' wage
27 statements failed to list all hours worked, including off-the-clock onboarding activities.

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1 22. PLAINTIFF suffered injury as a result of DEFENDANTS' wage statement violations
2 because PLAINTIFF was unable to determine the correct amount of wages owed.

3 **D. Reporting Time Pay**

4 23. Applicable IWC Wage Orders require that when an employee reports for work at the
5 employer's request but is not put to work or is furnished with less than half of their usual or scheduled
6 day's work, the employee must be paid for at least half the usual or scheduled day's work, but in no
7 event for less than two hours nor more than four hours, at the employee's regular rate of pay.

8 24. During PLAINTIFF's employment, PLAINTIFF reported to work for scheduled shifts
9 but was sent home after working less than half of the scheduled hours. Specifically, PLAINTIFF was
10 regularly scheduled to work 8-hour shifts but was on occasion sent home after 3 hours when business
11 was slow.

12 25. Despite these circumstances, DEFENDANTS failed to pay PLAINTIFF reporting
13 time pay as required. PLAINTIFF is entitled to compensation for at least half of the scheduled shift
14 (but not less than 2 hours and not more than 4 hours) for each occasion PLAINTIFF reported to work
15 but was not provided with at least half of the scheduled work.

16 **E. Sexual Harassment and Assault**

17 26. At the time of PLAINTIFF's hire, PLAINTIFF's direct Supervisor was Abigail Mejia
18 ("Ms. Mejia").

19 27. On or about Sunday August 17, 2025, PLAINTIFF arrived to work for a regularly
20 scheduled 9:00 a.m. in-person staff meeting that included Ms. Mejia, eleven housekeepers, and one
21 inspector, Ana Salazar. During the meeting, Ms. Mejia pulled out a black plastic penis and showed
22 it to all of the staff. Ms. Mejia used excessive force in an attempt to shove the black plastic penis in
23 PLAINTIFF's face. PLAINTIFF kept her hands over her mouth, but Ms. Mejia insisted that
24 PLAINTIFF liked to "touch it [the penis]." This caused the rest of the staff to laugh and pressure
25 PLAINTIFF to put the plastic penis in her mouth. PLAINTIFF resisted and pushed off Ms. Mejia
26 which only caused Ms. Mejia to increase her force. Given that Ms. Mejia was PLAINTIFF's
27 supervisor, PLAINTIFF was compelled to endure Ms. Mejia's sexual harassment because she was a
28 new employee.

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2 28. Immediately after the in-person staff meeting, PLAINTIFF was taunted by other
3 housekeepers who nicknamed her “the one who likes to touch it [penis].” The housekeepers also
4 spread an unsubstantiated rumor that PLAINTIFF attempted to seduce a customer. PLAINTIFF
5 feared that because she was forced to endure Ms. Mejia’s sexual harassment, she would be subject to
6 the same treatment by Ms. Mejia and other staff. This caused PLAINTIFF persistent emotional
7 distress and fear for her safety.

8 29. Following the August 17, 2025 incident, PLAINTIFF was subjected to a hostile work
9 environment. Co-workers repeatedly taunted PLAINTIFF with the nickname “the one who likes to
10 touch it [penis].” Additionally, co-workers spread an unsubstantiated rumor that PLAINTIFF had
11 attempted to seduce a hotel customer. This ongoing harassment created a work environment that was
12 severe and pervasive, interfering with PLAINTIFF’s ability to perform her job duties and causing her
13 persistent emotional distress, humiliation, and fear for her safety.

14 **F. Failure to Prevent Harassment**

15 30. On or about August 18, 2025, PLAINTIFF reported the incident to her manger Karla
16 [last name unknown] and an inspector, Ana Salazar. As an inspector, Ms. Salazar is responsible for
17 reporting housekeeping complaints to managers. Although Ms. Salazar was present during the August
18 17th in-person staff meeting when the incident between Ms. Mejia and PLAINTIFF occurred, she
19 failed to act within her duties to protect PLAINTIFF and report the incident to a manager. Karla was
20 not in attendance but told PLAINTIFF not to worry because she would talk to Ms. Mejia. However,
21 for two weeks, no remedial action was taken to prevent PLAINTIFF from being subject to the same
22 sexually charged behavior by Ms. Mejia. During this time, PLAINTIFF had to work with and report
23 to Ms. Mejia.

24 31. On or about September 1, 2025, PLAINTIFF reported the August 17, 2025, sexual
25 harassment incident to Monserrat [last name unknown], a Human Resources Representative, over a
26 phone call conversation. PLAINTIFF expressed her emotional distresses, and fear of retaliation for
27 complaining against her supervisor. Monserrat informed PLAINTIFF that neither Karla nor Ms.
28 Salazar reported the incident thereby failing to address PLAINTIFF’s complaints and failing to

1 engage in immediate remedial action. Monserrat placed the incident under investigation and assured
2 PLAINTIFF that she would work to obtain sufficient proof to terminate Ms. Mejia. However,
3 PLAINTIFF was still required to work with and report to Ms. Mejia until Ms. Mejia was terminated
4 on or about September 29, 2025.

5 **G. Unfair Competition Violation**

6 32. DEFENDANTS have violated statutes and public policies through their
7 aforementioned conduct. Through the conduct alleged in this Complaint, DEFENDANTS have acted
8 contrary to these public policies, violated specific provisions of the Labor Code, and engaged in other
9 unlawful and unfair business practices in violation of Business & Professions Code § 17200 et seq.
10 DEFENDANTS' conduct has deprived PLAINTIFF of the rights, benefits, and privileges guaranteed
11 to all employees under the law. DEFENDANTS' conduct, as alleged hereinabove, constitutes unfair
12 competition in violation of the Business & Professions Code § 17200 et seq.

13 **H. Administrative Exhaustion**

14 33. On January 27, 2026, PLAINTIFF received a Right-to-Sue notice from the CRD.
15 PLAINTIFF has thereby exhausted her administrative remedies as required by Government Code
16 section 12960 et seq. PLAINTIFF brings this action within one year of receipt of the Right-to-Sue
17 notice as required by Government Code section 12965(c)(1)(C).

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(Plaintiff Against All Defendants, Including Does 1-50)**

21 34. PLAINTIFF incorporates by reference and re-alleges each of the preceding
22 paragraphs.

23 35. "Hours worked" is the time during which an employee is subject to the control of an
24 employer, and includes all the time the employee is suffered or permitted to work, whether or not
25 required to do so. At all relevant times herein mentioned, DEFENDANTS knowingly failed to pay
26 PLAINTIFF compensation for all hours worked. By their failure to pay compensation for each hour
27 worked as alleged above, DEFENDANTS willfully violated the provisions of California Labor Code
28 § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt

1 employees. Accordingly, PLAINTIFF is entitled to recover minimum and straight time wages for all
2 non-overtime hours worked for DEFENDANTS.

3 36. By and through the conduct described above, PLAINTIFF has been deprived of
4 PLAINTIFF's right to be paid wages earned by virtue of PLAINTIFF's employment with
5 DEFENDANTS. By virtue of DEFENDANTS' unlawful failure to pay additional compensation to
6 PLAINTIFF for non-overtime hours worked without pay, PLAINTIFF suffered, and will continue to
7 suffer, damages in amounts which are presently unknown to PLAINTIFF, and which will be
8 ascertained according to proof at trial.

9 37. By failing to keep adequate time records required by California Labor Code § 1174(d),
10 DEFENDANTS have made it difficult to calculate the full extent of minimum wage compensation
11 due to PLAINTIFF. Pursuant to California Labor Code § 1194.2, PLAINTIFF is entitled to recover
12 liquidated damages (double damages) for DEFENDANTS' failure to pay minimum wages.

13 38. PLAINTIFF is also entitled to seek recovery of all unpaid minimum and straight time
14 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5,
15 218.6, and 1194(a).

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(Plaintiff Against All Defendants, Including Does 1-50)**

19 39. PLAINTIFF incorporates by reference and re-alleges each of the preceding
20 paragraphs.

21 40. Under California law, DEFENDANTS have an affirmative obligation to relieve
22 PLAINTIFF of all duty in order to take PLAINTIFF's first daily meal periods no later than at the end
23 of PLAINTIFF's fifth hour of work in a workday, and to take PLAINTIFF's second meal period no
24 later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and
25 Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at
26 least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code
27 § 226.7 for an employer to require any employee to work during any meal period mandated under
28 any Wage Order.

41. Despite these legal requirements, DEFENDANTS at times failed to provide PLAINTIFF with meal periods as required by California law. By DEFENDANTS failure to permit and authorize PLAINTIFF to take all meal periods as alleged above (or due to the fact that DEFENDANTS made it impossible or impracticable to take these uninterrupted meal periods), DEFENDANTS willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

42. Under California law, PLAINTIFF is entitled to be paid one hour of additional wages for each workday PLAINTIFF was not provided with all required meal period(s), plus interest thereon as well as costs and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME PAY

(IWC Wage Orders)

43. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

44. Applicable IWC Wage Orders require that when an employee reports for work at the employer's request but is not put to work or is furnished with less than half of their usual or scheduled day's work, the employee must be paid for at least half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay.

45. DEFENDANTS owed PLAINTIFF a legal duty to pay reporting time pay when PLAINTIFF reported for work but was not provided with at least half of the scheduled work.

46. DEFENDANTS breached this duty by failing to pay PLAINTIFF reporting time pay. As a direct and proximate result of DEFENDANTS' breach, PLAINTIFF has been damaged in an amount according to proof at trial.

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FOURTH CAUSE OF ACTION

FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS

[California Labor Code § 226]

(Plaintiff Against All Defendants, Including Does 1-50)

47. PLAINTIFF realleges each and every paragraph of this Complaint as though fully set forth herein.

48. Labor Code section 226 requires an employer to furnish its employees with an accurate itemized wage statement in writing showing, among other things: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual; (2) total hours worked by each respective individual; (3) gross wages earned; (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the name of the employee and an employee identification or social security number; and (8) the name and address of the legal entity that is the employer.

49. As a pattern and practice, in violation of Labor Code section 226(a), DEFENDANTS failed to provide PLAINTIFF with accurate itemized wage statements, by failing to include all hours worked on her paystub, including omitting to include premium payments for missed meal breaks. As a result of DEFENDANTS failure to provide accurate itemized wage statements, PLAINTIFF suffered actual damages and harm by being unable to determine PLAINTIFF's applicable hourly rate or the amount of overtime worked for each pay period, which prevented PLAINTIFF from becoming aware of these violations and asserting their statutory protections under California law.

50. Pursuant to Labor Code section 226(e), PLAINTIFF is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

51. PLAINTIFF is entitled to an award of costs and attorneys' fees under Labor Code section 226(e)(1).

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1 **FIFTH CAUSE OF ACTION**

2 **SEXUAL HARASSMENT**

3 **(Plaintiff Against All Defendants, Including Does 1-50)**

4 52. PLAINTIFF hereby incorporates by reference the allegations in the paragraphs above
5 as though fully set forth herein.

6 53. At all times herein, Government Code §§ 12940(j) and (k) were in full force and effect,
7 and binding upon DEFENDANTS and each of them. California Government Code §§ 12940(j) and
8 (k) required each Defendant to refrain from the harassment of an employee, including sexual
9 harassment.

10 54. The sex-based harassment included unwelcomed physical touching, and sexual
11 comments.

12 55. PLAINTIFF was sexually harassed by her Supervisor, Abigail Mejia, when Ms. Mejia
13 attempted to shove a black plastic penis into PLAINTIFF's mouth during an in-person staff meeting.

14 56. DEFENDANTS, and each of them, are liable for the harassment perpetrated by Ms.
15 Mejia because DEFENDANTS ratified Ms. Mejia's unlawful conduct.

16 57. DEFENDANTS, and each of them, are liable to PLAINTIFF because they knew or
17 should have known that such harassing behavior was occurring but failed to take immediate corrective
18 action in violation of Government Code §§12940(j) and (k).

19 58. PLAINTIFF is informed, believes, and thereon alleges that her sex was substantial
20 factor in contributing to DEFENDANTS discriminatory treatment of PLAINTIFF with respect to the
21 terms, conditions, and privileges of her employment, including but not limited to sexual harassment,
22 unfair treatment, and retaliation as set forth herein.

23 59. To the extent that PLAINTIFF's sex was substantial factors contributing to the conduct
24 of DEFENDANTS and their agents, the above-described acts of the DEFENDANTS constitute
25 unlawful employment practices in violation of Government Code §§ 12940(j) and (k).

26 60. As a direct and proximate result of the unlawful employment practices described
27 herein, PLAINTIFF has suffered and continues to suffer substantial economic losses, including wages
28 and future earnings, loss of employment and benefits.

61. As a direct and proximate result of the unlawful employment practices described herein, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental pain and anguish, all to her damage in an amount to be determined at trial.

62. DEFENDANTS' and their agents' unlawful conduct, as described herein, was despicable, oppressive, fraudulent, malicious, and done with wanton and reckless disregard of PLAINTIFF's rights and consequences, thereby justifying an award of punitive damages.

63. PLAINTIFF has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

SIXTH CAUSE OF ACTION

FAILURE TO PREVENT HARASSMENT

(Plaintiff Against All Defendants, Including Does 1-50)

64. PLAINTIFF hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

65. At all times relevant herein, Government Code section 12940(k) was in full force and effect and was binding upon PLAINTIFF's Supervisor, Ms. Mejia. Said section provides that it is an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent harassment, discrimination, and retaliation from occurring.

66. PLAINTIFF was subjected to discrimination and harassment due to her sex.

67. DEFENDANTS failed to take reasonable steps to prevent the harassment, discrimination, and/or retaliation, including, but not limited to, initiating a prompt and thorough investigation, and/or taking all reasonable steps to correct the harassment. Such conduct is in violation of California Government Code §§ 12900 *et seq.* and has resulted in damage and injury to PLAINTIFF as alleged herein.

68. As a direct and proximate result of the unlawful employment practices described herein, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental pain and anguish, all to her damage in an amount to be determined at trial.

69. DEFENDANT PRINCE HOSPITALITY, LLC and their agents' unlawful conduct, as described herein, was despicable, oppressive, fraudulent, malicious, and done with wanton and

reckless disregard of PLAINTIFF's rights and consequences, thereby justifying an award of punitive damages.

70. PLAINTIFF has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

SEVENTH CAUSE OF ACTION

ASSAULT

(Plaintiff Against All Defendants, Including Does 1-50)

71. PLAINTIFF hereby realleges and incorporates by reference the allegations of the foregoing paragraphs as though set forth fully herein.

72. DEFENDANTS acted, intending to cause harmful and/or offensive contact.

73. PLAINTIFF reasonably believed that she was about to be touched in a harmful and/or offensive manner.

74. PLAINTIFF did not consent to DEFENDANTS' conduct.

75. PLAINTIFF was harmed.

76. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF's harm.

77. DEFENDANTS, and each of them, are liable for the sexual harassment perpetrated by Abigail Mejia because DEFENDANTS ratified Ms. Mejia's assault of PLAINTIFF and thereafter failed to take immediate remedial action including but not limited to, conducting an adequate investigation and failing to discipline Ms. Mejia upon having notice of the assault.

78. DEFENDANTS and their agents' unlawful conduct, as described herein, was despicable, oppressive, fraudulent, malicious, and done with wanton and reckless disregard of PLAINTIFF's rights and consequences, thereby justifying an award of punitive damages.

EIGHTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

[California Business and Professions Code § 17200]

(Plaintiff Against All Defendants, Including Does 1-50)

79. PLAINTIFF realleges each paragraph of this Complaint as though fully set forth herein.

1 80. California Business & Professions Code section 17200 prohibits unfair competition
2 in the form of any unlawful, unfair, or fraudulent business act or practice.

3 81. California Business & Professions Code section 17204 allows “any person acting for
4 the interests of itself, its members or the general public” to prosecute a civil action for violation of
5 the Unfair Competition Law.

6 82. DEFENDANTS have engaged in unlawful business practices in California by utilizing
7 and engaging in an unlawful pattern and practice of failing to properly pay employee compensation
8 as described hereinabove, specifically, by failing to provide PLAINTIFF with minimum wages,
9 compliant meal breaks, and accurate itemized wage statements.

10 83. DEFENDANTS’ use of such practices constitutes an unlawful business practice.
11 California case law has interpreted the “unlawful” prong of Section 17200 to hold illegal a business
12 practice that violates any other law, treating it as “unlawful” and making it independently actionable
13 under 17200. Cal-Tech Communications & Cel-Communications, Inc. v. Los Angeles Cellular
14 Telephone Co. (1999) 20 C4th 163, 180, 83 CR2d 548.

15 84. PLAINTIFF seeks full restitution on account of the economic injuries she has suffered
16 along with disgorgement of ill-gotten gains from the DEFENDANTS as necessary and according to
17 proof, to restore any and all monies withheld, acquired and/or converted by DEFENDANTS by means
18 of the unlawful business practices complained of herein.

19 **NINETH CAUSE OF ACTION**

20 **HOSTILE WORK ENVIRONMENT**

21 **[California Government Code § 12940(j)]**

22 **(Plaintiff Against All Defendants, Including Does 1-50)**

23 85. PLAINTIFF hereby incorporates by reference the allegations in the paragraphs above
24 as though fully set forth herein.

25 86. At all times relevant herein, Government Code section 12940(j) was in full force and
26 effect, prohibiting employers from subjecting employees to a hostile work environment based on sex.

27 87. 88. On or about August 18, 2025, PLAINTIFF reported the sexual harassment incident
28 to her manager Karla Froheta (“Froheta”). PLAINTIFF informed Froheta that supervisor Ms. Mejia

1 had engaged in severe sexual harassment, including attempting to force a plastic penis into
2 PLAINTIFF's mouth during a staff meeting.

3 88. 89. DEFENDANTS' response to PLAINTIFF's harassment complaint was wholly
4 inadequate and served to create and perpetuate a hostile work environment. Specifically, Manager
5 Froheta informed PLAINTIFF that there was "not much she could do" about the harassment,
6 effectively communicating that DEFENDANTS viewed the sexual harassment as acceptable and
7 would take no protective action.

8 89. Rather than conducting an immediate investigation or taking steps to protect
9 PLAINTIFF from further harassment, DEFENDANTS took no remedial action whatsoever for two
10 weeks, during which time PLAINTIFF was required to continue working with and reporting to her
11 harasser, Ms. Mejia.

12 90. DEFENDANTS' failure to take any protective measures communicated to
13 PLAINTIFF and other employees that severe sexual harassment was tolerated and acceptable at
14 DEFENDANTS' workplace. This inaction created an environment where PLAINTIFF reasonably
15 believed that similar harassment could occur again without consequence.

16 91. As a direct result of DEFENDANTS' inadequate response, PLAINTIFF's work
17 environment became objectively hostile and abusive. PLAINTIFF was forced to work in a state of
18 constant anxiety and fear, knowing that her harasser remained in a position of authority and that
19 DEFENDANTS had effectively condoned the harassment.

20 92. DEFENDANTS' conduct in refusing to address the harassment and failing to take
21 protective measures materially altered the terms and conditions of PLAINTIFF's employment.
22 PLAINTIFF was forced to take extraordinary measures to avoid her harasser.

23 93. The hostile work environment created by DEFENDANTS' response was sufficiently
24 severe and pervasive to interfere with PLAINTIFF's ability to perform her job duties. PLAINTIFF's
25 work performance suffered as she was unable to focus on her responsibilities due to the constant stress
26 and fear of encountering her unaddressed harasser.

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94. A reasonable person in PLAINTIFF's position would find DEFENDANTS' workplace hostile and abusive, where severe sexual harassment by a supervisor was met with indifference and inaction, effectively communicating that such conduct was acceptable.

95. DEFENDANTS' conduct in creating and maintaining a hostile work environment was because of PLAINTIFF's sex. DEFENDANTS' dismissive response conveyed that PLAINTIFF, as a woman, should expect to endure sexual harassment without recourse and that her complaints about such treatment were unworthy of serious attention or action.

96. As a direct and proximate result of DEFENDANTS' creation of a hostile work environment, PLAINTIFF has suffered and continues to suffer substantial damages, including emotional distress, humiliation, mental anguish, loss of earnings, and other economic losses.

97. DEFENDANTS' conduct in creating and maintaining a hostile work environment was despicable, oppressive, malicious, and done with wanton and reckless disregard of PLAINTIFF's rights, thereby justifying an award of punitive damages.

98. DEFENDANTS' conduct was authorized, directed, and/or ratified by officers, directors, and/or managing agents of DEFENDANTS, including but not limited to Manager Froheta and Human Resources personnel who had actual knowledge of the harassment and failed to take any remedial action. Said managing agents exercised substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determined corporate policy.

99. PLAINTIFF has incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS in excess of \$1,000,000 broken down as follows:

(a) For unpaid minimum wages in an amount to be proven at trial;

(b) For meal period premiums pursuant to Labor Code section 226.7 in an amount equal to one hour of pay at Plaintiff's regular rate of compensation for each workday that a meal period was not provided, in an amount to be proven at trial;

(c) For unpaid reporting time pay in an amount equal to one-half of Plaintiff's scheduled

1 work for each occasion Plaintiff reported for work but was not provided with at least half of the
2 scheduled hours (but not less than two hours nor more than four hours per occurrence), in an
3 amount to be proven at trial;

4 (d) For pre-judgment interest on any unpaid minimum wage or overtime compensation
5 commencing from the date such amounts were due;

6 (e) For liquidated damages pursuant to Labor Code section 1194.2 in an amount equal to
7 the unpaid minimum wages;

8 (f) For compensatory damages according to proof, including past and future lost
9 earnings and other employment benefits, costs of seeking other employment and for damages for
10 emotional distress, humiliation and mental anguish;

11 (g) For interest at the legal rate from the date of injury or pursuant to Code of Civil
12 Procedure section 3287;

13 (h) For statutory and civil penalties;

14 (i) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California

16 (j) For costs of suit incurred herein;

17 (k) For attorneys' fees and costs pursuant to Government Code section 12965(c)(6);

18 (l) For punitive damages pursuant to Civil Code section 3294;

19 (m) For all actual damages;

20 (n) For restitution of unpaid wages; and

21 (o) For such other and further relief as the Court may deem equitable and appropriate.

22 **DEMAND FOR JURY TRIAL**

23 PLAINTIFF hereby demands a trial by jury on all claims.

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1 DATED: 2/10/2026

WORKRIGHT LAW, APC

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3 By:



4 Ash Bhargava
5 Reece Bennett
6 Attorneys for PLAINTIFF,
7 MARTHA ALVAREZ
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