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

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 CAROLINA RIVEROS,

14 *Plaintiff,*

15 vs.

16 ESTATE 1519, INC. dba CASALENA, a  
17 corporation; and DOES 1 to 25, inclusive,

18 *Defendant(s).*

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Galicia, Deputy Clerk

Case No.: **24STCV22552**

**COMPLAINT FOR DAMAGES FOR:**

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 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.*); and
- 11) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

**JURY TRIAL DEMANDED**

COMES NOW Plaintiff, Carolina Riveros (hereafter “Plaintiff”), behalf of herself, the State of California, and other Aggrieved Employees, 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”) and the Business and Professions Code against ESTATE 1519, INC. dba CASALENA; and DOES 1 to 25, inclusive, (collectively “CASALENA” or “Defendants”).

### **JURISDICTION AND VENUE**

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the County of Los Angeles because Defendants ESTATE 1519, INC. dba CASALENA; and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

### **THE PARTIES**

3. Plaintiff Carolina Riveros is a resident of the city of Los Angeles County, state of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant ESTATE 1519, INC. dba CASALENA was and is a California corporation that owns and operates Casalena restaurant, located at 22160 Ventura Blvd., Woodland Hills, CA 91364, and which employed Plaintiff. As such, it is a citizen of California based on Plaintiff’s information and belief.

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

6. At all times herein relevant, Defendants ESTATE 1519, INC. dba CASALENA

and DOES 1 to 25, inclusive, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, coconspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

7. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 25, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

8. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other Aggrieved Employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

## GENERAL ALLEGATIONS

9. CASALENA first began to employ Plaintiff on or around April 12, 2024 to work at its restaurant located at 22160 Ventura Blvd, Woodland Hills, CA 91364. During her employment, Plaintiff's job titles included "kitchen prep." Plaintiff generally worked five days a week, Wednesday to Saturday, from approximately 7:00 a.m. to 3:30 p.m. Plaintiff's employment ended on or around April 29, 2024.

10. At all relevant times, CASALENA has issued wages to Plaintiff and all of the other Aggrieved Employees on a semi-monthly basis and paid her by the hour. At all relevant

1 times, CASALENA has classified Plaintiff and all of the other Aggrieved Employees as a non-  
2 exempt employee entitled to the protections of the Labor Code and the Wage Order. Plaintiff's  
3 latest rate of pay is approximately \$18.00 per hour.

4 11. CASALENA has violated numerous Labor Code Sections against Plaintiff and  
5 the other Aggrieved Employees.

6 12. CASALENA has failed to pay Plaintiff and the other Aggrieved Employees for  
7 all time worked or subject to its control. CASALENA required Plaintiff and the Aggrieved  
8 Employees to perform necessary work duties after clocking out at the end of their shifts and  
9 failed to compensate them for this time. For example, on a few occasions, Plaintiff had to  
10 clock out at the end of her shift and continue to prep and clean her station because  
11 management would get upset if they did not finish their tasks in time and did not want to pay  
12 employees overtime. CASALENA has failed to compensate Plaintiff and the Aggrieved  
13 Employees for all of this work performed off-the-clock. Furthermore, to the extent Plaintiff  
14 and the Aggrieved Employees have worked through their meal periods and those meal periods  
15 were interrupted, they were not compensated for that time, which would be akin to a minimum  
16 wage violation.

17 13. Due to the above "off the clock" violations, CASALENA has failed to pay  
18 Plaintiff and the Aggrieved Employees properly-calculated overtime wages. Plaintiff's and the  
19 Aggrieved Employees' actual work hours, which included the "off the clock" work as  
20 described above, entitled them to overtime, however, it was not company policy to keep  
21 accurate track of all hours worked and to pay employees, like Plaintiff, the accurate amount of  
22 overtime, especially since the "off the clock" work was not factored into the equation.  
23 Furthermore, any incentive payments and/or bonus payments were not factored into the  
24 employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In  
25 addition, any bonus and/or incentive payments were not factored into the correct meal and rest  
26 break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

27 14. In addition, the Aggrieved Employees were not given accurate tips to which  
28 they were entitled in violation of California Labor Code Section 351 and 353.

1           15.     CASALENA has failed to provide all compliant meal periods and authorize and  
2 permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were  
3 entitled. Plaintiff is entitled to take off-duty, uninterrupted 30-minute meal periods before the  
4 fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or  
5 major fraction thereof worked. Due to the press of business, Plaintiff and the other Aggrieved  
6 Employees would not be able to take timely, uninterrupted meal periods before the 5th hour  
7 worked. When Plaintiff and the other Aggrieved Employees tried to take a meal period,  
8 CASALENA management, chef Reyes, or the other staff would interrupt them with requests  
9 for assistance or instructions. Similarly, CASALENA never authorized Plaintiff to take her 10  
10 minute rest breaks. In fact, Plaintiff has never taken her 10-minute rest breaks due to the work  
11 load/ press of business. Compliant meal and rest breaks were definitively not part of  
12 CASALENA's culture, especially in a fast-paced restaurant environment. There was not even  
13 a break room for the employees; instead there were a few tables available outside for  
14 employees to take their meal breaks. On information and belief, CASALENA did not provide  
15 premium wages to Plaintiff for these meal and rest break violations; if CASALENA did  
16 provide premium wages, they were not paid at the correct rate, as explained above.

17           16.     CASALENA has failed to reimburse Plaintiff and the other Aggrieved  
18 Employees for the business expenses they incurred in direct consequence of the discharge of  
19 their duties. During her employment, CASALENA required Plaintiff and the other Aggrieved  
20 Employees to purchase and bring their own kitchen tools. CASALENA instructed Plaintiff to  
21 bring her own knives and peelers to use in the kitchen. CASALENA also required Plaintiff  
22 and the other Aggrieved Employees to use their own personal cell phones to communicate  
23 with management concerning work matters and scheduling. CASALENA did not reimburse  
24 Plaintiff and the other Aggrieved Employees for these kitchen tools and mobile phone  
25 expenses. Accordingly, CASALENA was in violation of California Labor Code sections 2800  
26 and 2802.

27           17.     CASALENA has failed to pay Plaintiff and the other Aggrieved Employees all  
28 wages due to them within any time period specified by California Labor Code section 204,

1 including the minimum wages and overtime as described above as well as meal/rest break  
2 premiums.

3 18. CASALENA has not provided Plaintiff and the other Aggrieved Employees  
4 accurate, itemized wage statements. Wage statements must include all hours worked, overtime  
5 hours worked, all applicable hourly rates, the correct legal name and correct address of  
6 employer entity, gross wages earned, all deductions, net wages earned, reimbursement for  
7 business expenses, the correct start and end of the applicable pay period, the employee ID  
8 numbers or social security numbers, among other items. Labor Code § 226(a)(2). CASALENA  
9 issued wage statements that inaccurately reflected total hours worked, gross and net wages  
10 earned, and the number of hours worked at each hourly rate because of CASALENA's failure  
11 to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

12 19. Accordingly, Plaintiff now seeks civil penalties on behalf of herself and the  
13 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code  
14 and the Wage Order.

15 **FIRST CAUSE OF ACTION**

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

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

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

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

20 21. At all relevant times, Plaintiff was a non-exempt employee of Defendants and  
21 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and  
22 1198, and the Wage Order.

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

26 23. Section 3 of the Wage Order states:

27 (A) Daily Overtime - General Provisions

28 (1) The following overtime provisions are applicable to  
employees 18 years of age or over and to employees 16 or

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

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

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

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

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

25. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess  
of eight hours in one workday and any work in excess of 40  
hours in any one workweek and the first eight hours worked on  
the seventh day of work in any one workweek shall be  
compensated at the rate of no less than one and one-half times the  
regular rate of pay for an employee. Any work in excess of 12  
hours in one day shall be compensated at the rate of no less than  
twice the regular rate of pay for an employee. In addition, any

1 work in excess of eight hours on any seventh day of a workweek  
2 shall be compensated at the rate of no less than twice the regular  
3 rate of pay of an employee. Nothing in this section requires an  
4 employer to combine more than one rate of overtime  
5 compensation in order to calculate the amount to be paid to an  
6 employee for any hour of overtime work.

7 26. California Labor Code § 1194 invalidates any agreement between an employer  
8 and an employee to work for less than the minimum wage required under the applicable Wage  
9 Order.

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

13 28. California Labor Code § 1198 makes it unlawful for an employer to employ an  
14 employee under conditions that violate the Wage Order.

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

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

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

27 32. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in  
28 an amount, subject to proof, to the extent that she was not paid the full amount of wages  
earned during each pay period during the applicable limitations period, including minimum,  
overtime, and double-time wages.

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

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE REST BREAKS

**(Lab. Code §§ 226.7 and 1198)**

**(By Plaintiff against all Defendants)**

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

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

36. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the 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.”

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

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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 thereof. However, a rest period need not be authorized for 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.

(B) If an employer fails to provide an employee a rest 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 work day that the rest period is not provided.

1           38.     In addition, Labor Code Section 226.7 states

2                   (b)     An employer shall not require an employee to work during a  
3 meal or rest or recovery period mandated pursuant to an applicable  
4 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.

5                   (c)     If an employer fails to provide an employee a meal or rest or  
6 recovery period in accordance with a state law, including, but not  
7 limited to, an applicable statute or applicable regulation, standard, or  
8 order of the Industrial Welfare Commission, the Occupational Safety  
9 and Health Standards Board, or the Division of Occupational Safety and  
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.

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

12           40.     Defendants failed to authorize and permit Plaintiff to take compliant rest  
13 periods and failed to pay one hour of correctly-calculated premium pay for each day such a  
14 rest period was not provided.

15           41.     As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in  
16 an amount subject to proof to the extent he was not paid additional wages owed for all rest  
17 breaks not provided to her.

18           42.     By reason of the above, Plaintiff is entitled to premium wages for workdays in  
19 which one or more rest breaks were not provided to her pursuant to California Labor Code §  
20 226.7, plus interest and costs.

21                                 **THIRD CAUSE OF ACTION**

22                                 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

26           44.     At all relevant times during the applicable limitations period, Plaintiff was a  
27 non-exempt employee of Defendants and entitled to the benefits and protections of California  
28

1 Code §§ 226.7, 512 and 1198, and the Wage Order.

2 45. Labor Code § 1198 states,

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

8 46. In relevant part, Labor Code Section 512 states

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

20 47. In relevant part, Section 11 of the Wage Order states:

21 Meal Periods:

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

27 (B) If an employer fails to provide an employee a meal period in  
28 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.

48. 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 he  
worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also  
entitled to a second 30-minute meal period when he worked more than ten (10) hours in a  
workday.

49. During the relevant time period, Defendants failed to provide Plaintiff with

1 compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-  
2 calculated premium pay for each day such a meal period was not provided.

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

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

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY**

11 **(Lab. Code §§ 1198 & 2802)**

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

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

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

17 54. In pertinent part, California Labor Code § 2802(a) states:

18 An employer shall indemnify his or her employee[s] for all necessary  
19 expenditures incurred by the employee in direct consequence of the  
20 discharge of his or her duties.

21 55. Section 9(B) of the Wage Order states:

22 When tools or equipment are required by the employer or are necessary to  
23 the performance of a job, such tools and equipment shall be provided and  
24 maintained by the employer, except that an employee whose wages are at  
25 least two (2) times the minimum wage provided herein may be required to  
26 provide and maintain hand tools and equipment customarily required by  
27 the trade or craft.

26 56. California Labor Code § 1198 prohibits employers from employing their  
27 employees under conditions prohibited by the Wage Order.

28 57. At all relevant times during the applicable limitations period, Defendants

1 required Plaintiff to use her own personal cell phone to communicate with management  
2 concerning work matters and to purchase kitchen tools/supplies. However, Defendants did not  
3 provide Plaintiff with a mobile phone, and did not reimburse Plaintiff for the kitchen tool/supply  
4 expenses.

5 58. 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 he incurred in the course  
8 of performing her duties.

9 59. 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 60. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 61. 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 62. 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 63. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to  
28 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a 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 64. 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 65. 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 66. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 67. 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 68. 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 69. 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 70. 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       71. 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       72. 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       73. 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       74. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

17       75. 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       76. 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       77. 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       78. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in  
28 an amount, subject to proof, to the extent he 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 79. 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 **(By Plaintiff against all Defendants)**

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

10 81. 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 82. 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 December 18, 2023, as  
19 required by law. Plaintiff requested her personnel records in accordance with California Labor  
20 Code section 1198.5(k) on December 18, 2023 via certified U.S. mail.

21 83. 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 84. 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 **(By Plaintiff against all Defendants)**

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

5 86. 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 87. 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 December 18, 2023, and as required by law. Plaintiff requested her pay  
14 records in accordance with California Labor Code section 226 on December 18, 2023, 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 88. 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 89. 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 90. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 91. 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 92. During the applicable time period, Defendants violated California Labor Code  
7 §§ 201, 202, 203, 204, 226, 226.7, 351, 353, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

8 93. 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 94. 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, 351, 353, 510, 512, 558,  
14 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following  
15 amounts:

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

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

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

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by  
2 California Labor Code § 1174.5).

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

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

13 95. Plaintiff has complied with the procedures for bringing suit specified in  
14 California Labor Code § 2699.3. By letter dated May 14, 2024, Plaintiff filed written notice  
15 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice  
16 by certified mail to Defendants of the specific provisions of the California Labor Code alleged  
17 to have been violated, including the facts and theories to support the alleged violations. Plaintiff  
18 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to  
19 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff  
20 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not  
21 intend to investigate these allegations.

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

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1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(By Plaintiff against all Defendants except Marcos Salim Heredia)**

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

6 98. At all relevant times during the applicable limitations period, Plaintiff has been  
7 an employee of Defendants and entitled to the benefits and protections of the Business and  
8 Professions Code §§ 17200, *et seq.*

9 99. The unlawful conduct of Defendants alleged herein amounts to and constitutes  
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,  
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have  
12 unfairly gained a competitive advantage over other comparable companies doing business in  
13 California that comply with their legal obligations to, among other things, pay their employees  
14 premium wages for workdays in which they did not provide employees with one or more meal  
15 and rest periods, indemnify them for all business expenses incurred during the course of  
16 performing their duties, and pay them all wages earned.

17 100. As a result of Defendants' unfair competition as alleged herein, Plaintiff has  
18 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all  
19 hours worked, failed to provide her with premium wages for missed meal and rest periods, and  
20 failed to reimburse Plaintiff for all expenses she incurred in the course of performing her  
21 duties.

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

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

28 103. Accordingly, with respect to this cause of action, Plaintiff prays for the herein

1 stated relief, and an award of all reasonable costs and attorneys' fees, including interest  
2 thereon, as permitted by law, all in amounts subject to proof.

3 **PRAYER FOR RELIEF**

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

- 5 1. For general damages according to proof;
- 6 3. For special and consequential damages to the extent allowed by law;
- 7 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount  
8 subject to proof at trial;
- 9 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to  
10 6. proof at trial;
- 11 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours  
12 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 13 8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major  
14 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 15 9. For maximum civil penalties available under the Labor Code and applicable Wage  
16 Order against Defendants as described more particularly in the Complaint;
- 17 10. For restitution and disgorgement for all unfair business practices by corporate  
18 Defendant against Plaintiff in an amount according to proof;
- 19 11. For an order enjoining corporate Defendant from further unfair and unlawful business  
20 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 21 12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor  
22 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated  
23 damages, damages, penalties, and waiting time penalties according to proof to the  
24 extent permitted by law;
- 25 13. For the imposition of civil penalties and/or statutory penalties;
- 26 14. For all interest as allowed by law;
- 27 15. For all costs and disbursements incurred in this suit;
- 28 16. Reasonable attorney's fees where available by law, including but not limited to,

1 pursuant to, Code of Civil Procedure section 1021.5, and/or other applicable laws; and  
2 17. For such other and further relief as this Court may deem proper.

3 **DEMAND FOR JURY TRIAL**

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

5  
6 Dated: September 3, 2024

MM LAW, APC

7  
8 By Maralle Messrelian  
9 Maralle Messrelian, Esq.  
10 Attorney for Plaintiff,  
11 CAROLINA RIVEROS  
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