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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiffs
GUADALUPE GABRIELA REYNAGA and LEOBARDO LUNA,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

GUADALUPE GABRIELA REYNAGA, and
LEOBARDO LUNA individually and on behalf
of all others similarly situated,

Plaintiff(s),

v.

LINE APPAREL, LLC; and DOES 1 through
100,

Defendant(s).

Case No. **25STCV08718**

COMPLAINT

- 1. Meal Break Violation**
- 2. Rest Break Violation**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay Overtime**
- 5. Failure to Pay Work-Related Expenses**
- 6. Wage Statement Violation**
- 7. Waiting Time Penalties**
- 8. Unfair Competition**
- 9. PAGA Allegations**
- 10. Disability Discrimination**
- 11. Failure to Accommodate**
- 12. Failure to Engage in Interactive Process**
- 13. Retaliation**
- 14. Retaliation for Requesting Accommodation**
- 15. Wrongful Termination**

RELEVANT PARTIES

1. Plaintiff Guadalupe Gabriela Reynaga ("Plaintiff") is an adult resident of Los Angeles County, California, and at all times relevant resides in Los Angeles County, California.
2. Plaintiff Leobardo Luna ("Plaintiff") is an adult resident of Los Angeles County, California, and at all times relevant resides in Los Angeles County, California.

1 3. Defendant Line Apparel, LLC (“Defendant”) is a Delaware Corporation with its principal
2 place of business located in Los Angeles County, California. Defendant is registered to and does
3 conduct business in the State of California and is subject to the laws of the State of California. All
4 acts and omissions of Defendant employees as alleged herein occurred while they were acting
5 within the course and scope of their employment.

6 4. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein as
7 DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by
8 such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to insert the
9 true names and capacities of such Doe Defendants when such information has been obtained.
10 Plaintiffs are informed and believe, and based on such information and belief alleges, that each of
11 the fictitiously named Doe Defendants has participated in some way in the wrongful acts and
12 omissions alleged below, and is liable to Plaintiffs for damages and other relief to which Plaintiffs
13 are entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

14 **JURISDICTION AND VENUE**

15 5. This action is properly filed in Los Angeles County because the acts and omissions that give
16 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
17 business in this County.

18 6. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
19 alleged herein occurred in Los Angeles County, California and Plaintiffs suffered damages from
20 such conduct within Los Angeles County, California.

21 **FACTUAL ALLEGATIONS**

22 7. At all times relevant, Plaintiffs Guadalupe Reynaga and Leobardo Luna were Defendants’
23 employees.

24 8. Plaintiff Guadalupe Reynaga was employed by Defendants from August 2022 to January 23,
25 2024.

26 9. Plaintiff Leobardo Luna was employed by Defendants from December 17, 2021, to April 30,
27 2024.

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1 10. On December 23, 2022, Plaintiff Guadalupe Reynaga suffered from a workplace injury
2 when a metal ramp fell on her feet. Plaintiff was placed on medical leave for one month due to the
3 injury.

4 11. On January 23, 2023, Plaintiff Guadalupe Reynaga returned to work with medical
5 restrictions. Defendants were provided with the restriction letter.

6 12. Defendants did not provide Plaintiff Guadalupe Reynaga with accommodations.

7 13. Defendants failed to engage in interactive process regarding accommodations related to the
8 medical restrictions.

9 14. Plaintiff continued to suffer pain in her feet due to the workplace injury. Throughout her
10 employment, Plaintiff continued to inform Defendants of her pain and request reasonable
11 accommodations.

12 15. On January 23, 2024, Plaintiff Guadalupe Reynaga was terminated from employment.

13 16. On April 30, 2024, Plaintiff Leobardo Luna was terminated from employment.

14 17. Defendants failed to provide Plaintiffs with compliant meal breaks because they were
15 required to remain on call and on premises during meal breaks due to the demands of the job.
16 Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for
17 these missed breaks at Plaintiffs regular rate of pay.

18 18. Defendant failed to provide Plaintiffs with compliant rest breaks because they were required
19 to remain on premises at all times. Despite not being provided with compliant rest breaks,
20 Defendant did not pay premium pay for these missed breaks at Plaintiffs' regular rate of pay.

21 19. Defendants failed to pay Plaintiffs for all hours worked because Plaintiffs were required to
22 work additional 9 hours per week without compensation. Further, Plaintiffs were required to clock
23 out for meal breaks, but continue working through them on premises and on call.

24 20. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs usually worked 8
25 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

26 21. Defendants failed to reimburse Plaintiffs for all work-related expenses because Plaintiffs
27 were required to purchase tools and equipment in order to perform their work duties, but
28 Defendants did not reimburse Plaintiffs for these expenses.

22. Defendants failed to provide Plaintiffs with accurate wage statements because the wage statements issued to Plaintiffs did not accurately list total wages owed and hours worked, among other things.

23. Due to Defendants' failure to pay all wages due to Plaintiffs during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiffs' employment as well. Therefore, Defendants are liable to Plaintiffs for waiting time penalties.

PAGA ALLEGATIONS

24. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

25. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

26. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

27. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

28. On September 16, 2024, Plaintiffs provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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1 29. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiffs with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiffs seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 30. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to September 16, 2024,
6 through final disposition of this action.”

7 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

8 31. On March 21, 2025, prior to initiating this complaint, Plaintiffs filed with the California
9 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
10 Retaliation against Defendant. On March 21, 2025, the CCRD issued a Notice of Case Closure and
11 Right-to-Sue letter to Plaintiffs, authorizing Plaintiffs to file a private lawsuit against Defendant in
12 order to enforce their rights under FEHA.

13 32. Plaintiffs have therefore exhausted all administrative remedies required by FEHA as a
14 prerequisite to filing this action.

15 **FIRST CAUSE OF ACTION**

16 **Failure to Provide Compliant Meal Periods**

17 **By Plaintiffs Against All Defendants**

18 33. Plaintiffs incorporate by reference the paragraphs above.

19 34. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
20 employee for a work period of more than five hours per day without providing the employee with a
21 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
22 without providing the employee with a second meal period of not less than 30 minutes”.

23 35. An employer provides compliant meal breaks to its employees “if it relieves its employees
24 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
25 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
26 1004, 1040 (2012)).

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1 36. Not only must an employer affirmatively relieve its employees of all duty during their meal
2 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
3 (*Brinker*, supra).

4 37. Defendants failed to provide Plaintiffs with compliant meal breaks as alleged herein.

5 38. For each day that Defendants failed to provide Plaintiffs with a compliant meal break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 39. Defendants failed to pay premium pay at Plaintiffs regular rate of pay for each day a meal
10 break was missed.

11 40. Plaintiffs are therefore entitled to recover premium pay for missed meal breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Compliant Rest Periods**

15 **By Plaintiffs Against All Defendants**

16 41. Plaintiffs incorporate by reference the paragraphs above.

17 42. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
18 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
19 per four hours or major fraction thereof.

20 43. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
21 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
22 5th 257, 269 (2016)).

23 44. Defendants failed to provide Plaintiffs with compliant rest breaks as alleged herein.

24 45. For each day that Defendants failed to provide Plaintiffs with a compliant rest break,
25 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
26 one additional hour of pay at Plaintiffs regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
27 11 Cal. 5th 858 (2021)).

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1 46. Defendants failed to pay premium pay at Plaintiffs regular rate of pay for each day a rest
2 break was missed.

3 47. Plaintiffs are therefore entitled to recover premium pay for missed rest breaks, interest,
4 penalties, attorney fees, and costs.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay for All Hours Worked**

7 **By Plaintiffs Against All Defendants**

8 48. Plaintiffs incorporate by reference the paragraphs above.

9 49. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
10 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
11 40 hours in a workweek.

12 50. Defendants failed to pay Plaintiffs for all hours worked as alleged herein.

13 51. Plaintiffs are therefore entitled to recover all unpaid wages, liquidated damages, interest,
14 penalties, attorney fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay All Overtime Owed**

17 **By Plaintiffs Against All Defendants**

18 52. Plaintiffs incorporate by reference the paragraphs above.

19 53. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
20 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
21 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
22 one-half times the regular rate of pay for an employee.”

23 54. Defendants failed to pay Plaintiffs all overtime wages owed as alleged herein.

24 55. Plaintiffs are therefore entitled to recover all unpaid overtime wages, liquidated damages,
25 interest, penalties, attorney fees, and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiffs Against All Defendants**

4 56. Plaintiffs incorporate by reference the paragraphs above.

5 57. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 58. Defendants failed to reimburse Plaintiffs for all work-related expenses as alleged herein.

9 59. Plaintiffs are therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **SIXTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiffs Against All Defendants**

14 60. Plaintiffs incorporate by reference the paragraphs above.

15 61. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiffs in violation of Labor Code section 226(a).

19 62. As alleged herein, the wage statements that Defendants issued to Plaintiffs were inaccurate
20 and incomplete.

21 63. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiffs in that Plaintiffs was unable to accurately verify and/or calculate their wages.

24 64. Plaintiffs are therefore entitled to the recovery of wage statement penalties, attorney fees,
25 and costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiffs Against All Defendants**

4 65. Plaintiffs incorporate by reference the paragraphs above.

5 66. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 67. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 68. As alleged herein, Defendants willfully did not pay Plaintiffs all wages owed at the
13 conclusion of employment.

14 69. Plaintiffs are therefore entitled to the recovery of waiting time penalties, interest, attorney
15 fees, and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiffs Against All Defendants**

19 70. Plaintiffs incorporate by reference the paragraphs above.

20 71. Defendants' conduct described herein constitutes unfair competition.

21 72. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 73. Pursuant to Business and Professions Code 17203, Plaintiffs are entitled to restitution of all
25 wrongfully withheld wages.

26 74. Plaintiffs may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiffs Guadalupe Reynaga and Leobardo Luna**

4 **and the Aggrieved Employees Against All Defendants**

5 75. Plaintiffs incorporate by reference the paragraphs above.

6 76. PAGA permits Plaintiffs Guadalupe Reynaga and Leobardo Luna and the Aggrieved
7 Employees to recover civil penalties for the violation(s) of the Labor Code.

8 77. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

9 78. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
10 provide Plaintiffs and the Aggrieved Employees with compliant meal periods or compensation in
11 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

12 79. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
13 Plaintiffs and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
14 the penalties in Labor Code section 2699 apply.

15 80. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
16 Plaintiffs and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
17 sections 1197.1 and 2699 apply.

18 81. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
19 Plaintiffs and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
20 sections 558, 1197.1, and 2699 apply.

21 82. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
22 statements to Plaintiffs and the Aggrieved Employees, the penalties in Labor Code sections 226.3
23 and 2699 apply.

24 83. With respect to violations of Labor Code section 203 for failure to pay all wages due to
25 Plaintiffs and the Aggrieved Employees and the conclusion of their employment, the penalties in
26 Labor Code section 2699 apply.

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1 84. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiffs and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 85. Pursuant to Labor Code section 2699(k)(1), Plaintiffs further seeks public injunctive relief in
5 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
6 the manner alleged herein.

7 86. Additionally, Plaintiffs and the Aggrieved Employees are entitled to attorney's fees pursuant
8 to Labor Code section 2699(g).

9 **TENTH CAUSE OF ACTION**

10 **Violation of California Government Code § 12940 et seq. – Disability Discrimination**

11 **By Plaintiffs Against All Defendants**

12 87. Plaintiffs incorporate by reference the paragraphs above.

13 88. Government Code § 12940(a) prohibits an employer from discriminating against an
14 employee in compensation or in terms, conditions, or privileges of employment because of the
15 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
16 condition" or "sex."

17 89. During their employment with Defendants, Plaintiffs were subjected to discrimination based
18 on their disability.

19 90. Plaintiffs were subjected to discrimination based on their disability (described supra).

20 91. Plaintiff Guadalupe Reynaga suffered a workplace injury. Following her one-month medical
21 leave, Plaintiff was placed on medical restrictions.

22 92. Despite receiving the medical letter regarding Plaintiffs restrictions, Defendants failed to
23 provide reasonable accommodation or engage in interactive process with Plaintiff.

24 93. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
25 in violation of FEHA. Such violations were a proximate cause in Plaintiffs damages as stated
26 below.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

3 **By Plaintiffs Against All Defendants**

4 94. Plaintiffs incorporate by reference the paragraphs above.

5 95. At all relevant times herein, Plaintiffs are an individual with a disability as defined by
6 FEHA.

7 96. FEHA requires an employer to make reasonable accommodations for the known disabilities
8 of employees to enable them to perform a position's essential functions, unless doing so would
9 produce undue hardship to the employer's operations. Govt. Code §12940(m).

10 97. As a result of Plaintiffs disability, Plaintiffs were in need of certain reasonable
11 accommodations, as set forth herein.

12 98. Defendants were on notice of Plaintiffs need for reasonable accommodations in connection
13 with their disability.

14 99. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
15 required by law, to Plaintiffs (described supra).

16 100. Despite receiving the medical letter regarding Plaintiffs restrictions, Defendants failed to
17 provide reasonable accommodation or engage in interactive process with Plaintiffs.

18 101. The actions of Defendants against Plaintiffs constitutes unlawful failure to accommodate a
19 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiffs damages as
20 stated below.

21 **TWELFTH CAUSE OF ACTION**

22 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
23 **Process**

24 **By Plaintiffs Against All Defendants**

25 102. Plaintiffs incorporate by reference the paragraphs above.

26 103. At all relevant times herein, Plaintiffs were individuals with a disability as defined by
27 FEHA.

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1 104. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
2 process with an employee to determine effective reasonable accommodations if an employee with a
3 disability so requests. The interactive process is the key mechanism for facilitating the integration of
4 disabled employees in the workplace and liability may be imposed on the employer for failing to
5 engage in the process.

6 105. As a result of Plaintiffs disability, Plaintiffs in need of certain reasonable accommodations,
7 as set forth herein.

8 106. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
9 with their disability.

10 107. Despite having notice of Plaintiffs disability and need for accommodations, Defendants
11 engaged in unlawful employment practices when they failed and refused to engage in the interactive
12 process (described supra).

13 108. Despite receiving the medical letter regarding Plaintiffs restrictions, Defendants failed to
14 provide reasonable accommodation or engage in interactive process with Plaintiffs.

15 109. The actions of Defendants against Plaintiffs constitutes unlawful failure to engage in the
16 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiffs
17 damage as stated below.

18 **THIRTEENTH CAUSE OF ACTION**

19 **Violation of California Government Code § 12940 (h) - Retaliation**

20 **By Plaintiffs Against All Defendants**

21 110. Plaintiffs incorporate by reference the paragraphs above.

22 111. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
23 employee who opposes or makes a complaint for practices forbidden by FEHA.

24 112. Plaintiffs engaged in protected activity under § 12940(h) as set forth herein.

25 113. Defendants retaliated against Plaintiffs in violation of California Government Code §
26 12940(h).

27 114. The actions of Defendants against Plaintiffs constitute unlawful retaliation, in violation of
28 FEHA. Such violations were a proximate cause in Plaintiffs damage as stated below.

1 **FOURTEENTH CAUSE OF ACTION**

2 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
3 **Accommodation**

4 **By Plaintiffs Against All Defendants**

5 115. Plaintiffs incorporate by reference the paragraphs above.

6 116. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
7 and each of them.

8 117. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
9 discriminating against a person for requesting accommodations, regardless of whether the request
10 was granted.

11 118. As detailed above, Plaintiffs engaged in protected activity by requesting accommodations in
12 connection with their medical condition.

13 119. Defendants retaliated against Plaintiffs in violation of FEHA by harassing Plaintiffs in
14 connection with their request for accommodations. Such violations were a proximate cause in
15 Plaintiff's damage as stated below.

16 **FIFTEENTH CAUSE OF ACTION**

17 **Wrongful Termination in Violation of Public Policy**

18 **By Plaintiffs Against All Defendants**

19 120. Plaintiffs incorporate by reference the paragraphs above.

20 121. At all times mentioned in this complaint, it was a fundamental policy of the State of
21 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
22 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
23 engagement in protected activity.

24 122. Based on the actions described above, Defendants terminated Plaintiffs for engaging in
25 protected activity.

26 123. Defendants actions were in violation of California Public Policy.

27 124. As a proximate result of the acts of Defendants, and each of them, Plaintiffs has suffered and
28 will continues to suffer damages, as stated below.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

3 **First Cause of Action on Meal Break Violation**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **Second Cause of Action on Rest Break Violation**

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 **Third Cause of Action on Failure to Pay All Hours Worked**

- 16 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
17 2. Liquidated damages
18 3. Interest
19 4. Attorneys' fees
20 5. Costs
21 6. Other relief the court deems proper

22 **Fourth Cause of Action on Failure to Pay Overtime**

- 23 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Fifth Cause of Action Failure to Pay Work Expense

- 2 1. Reimbursement of all work-related expenses
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action on Wage Statement Violation

- 7 1. Penalties pursuant to Labor Code section 226
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Seventh Cause of Action on Waiting Time Penalties

- 12 1. Penalties pursuant to Labor Code section 203
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Eighth Cause of Action on Unfair Competition

- 17 1. Restitution of all wrongfully withheld wages
18 2. Attorneys' fees
19 3. Costs
20 4. Other relief the court deems proper

21 Ninth Cause of Action on PAGA

- 22 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
23 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
24 violate the California Labor Code in the manner alleged herein
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Tenth to Fourteenth Cause of Action on FEHA

- 2 1. Compensatory damages
3 2. Punitive damages
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fifteenth Cause of Action on Wrongful Termination

- 8 1. Back pay and front pay
9 2. Interest on the above amounts
10 3. Compensatory damages
11 4. Punitive Damages
12 5. Attorneys' fees
13 6. Costs
14 7. Other relief the court deems proper

15
16 DATED: March 26, 2025

FRONTIER LAW CENTER

17 /s/ Daniel Ginzburg

DANIEL GINZBURG

18
19 Attorney for Plaintiffs
20 GUADALUPE GABRIELA
21 REYNAGA and LEOBARDO LUNA,
22 individually and on behalf of all others
23 similarly situated
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