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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDITH JANETH TAFUR, on behalf of herself
and all others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

SOFT TOUCH CARPET CLEANING INC., a
California corporation; MYRNA TUFONO,
an individual; and DOES 1 to 25, inclusive,

Defendant(s).

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County of Santa Clara,
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Case No.: 25CV469986

**CLASS ACTION
COMPLAINT FOR:**

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (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) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200*q.*)

JURY TRIAL DEMANDED

1 Plaintiff, EDITH JANETH TAFUR (hereafter “Plaintiff”), on behalf of herself and all
2 others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against SOFT TOUCH
7 CARPET CLEANING INC., MYRNA TUFONO, and DOES 1 to 25, inclusive (“SOFT
8 TOUCH” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 her and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class and
23 representative action.

24 **II. THE PARTIES**

25 3. Plaintiff Edith Janeth Tafur is a resident of San Jose, California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11040 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. At all times mentioned herein, Defendant SOFT TOUCH CARPET
2 CLEANING, INC. is and was a California corporation, located at 2359 De La Cruz Dr., Santa
3 Clara, CA 95050, and which employed Plaintiff. As such, it is a citizen of California based on
4 Plaintiff's information and belief.

5 5. Defendant MYRNA TUFONO is a citizen of California based on Plaintiff's
6 information and belief.

7 6. In relevant part, Labor Code section 558.1 states:

8 (a) Any employer or other person acting on behalf of an employer, who
9 violates, or causes to be violated, any provision regulating minimum wages or
10 hours and days of work in any order of the Industrial Welfare Commission, or
11 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
12 2802, may be held liable as the employer for such violation.

13 (b) For purposes of this section, the term "other person acting on behalf of
14 an employer" is limited to a natural person who is an owner, director, officer, or
15 managing agent of the employer, and the term "managing agent" has the same
16 meaning as in subdivision (b) of Section 3294 of the Civil Code.

17 7. Plaintiff is informed and believes and thereon alleges that MYRNA TUFONO
18 is a natural person and an owner, director, officer, and/or managing agent of Defendant SOFT
19 TOUCH CARPET CLEANING INC, who directly or indirectly, or through an agent or any
20 other person, employed or exercised control over the wages, hours, or working conditions of
21 Plaintiff and the aggrieved employees (as defined below). Therefore, she is liable to Plaintiff
22 and the aggrieved employees for her violations of, or causing Defendants to violate, Labor
23 Code sections 203, 226, 226.7, 1193.6, 1194, 2802, and the Wage Order (no. 4) pursuant to
24 Labor Code section 558.1.

25 8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
26 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
27 is informed and believes and thereon alleges that said defendants are legally responsible for the
28 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
29 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
30 defendants when ascertained.

31 9. Plaintiff is informed and believes and thereon alleges that, at all relevant times

1 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
2 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
3 and scope of such agency or employment, and with the approval and ratification of each of the
4 other Defendants.

5 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
6 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
7 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
8 Members or otherwise complying with their rights in accordance with applicable California
9 labor laws as alleged herein.

10 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
11 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
12 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
13 below-described class in accordance with applicable laws as alleged herein.

14 **III. CLASS ALLEGATIONS**

15 12. This action has been brought and may be maintained as a class action pursuant
16 to California Code of Civil Procedure section 382 because there is a well-defined community
17 of interest among the persons who comprise the readily ascertainable class defined below and
18 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
19 as a class action.

20 13. **Class Definition:** The Class is defined as follows: All persons Defendants
21 employed at all of their locations in the State of California as non-exempt or hourly paid
22 employees, at any time during the period beginning four years prior to the filing of this action
23 and ending on the date that final judgment is entered in this action (“Class” or “Class
24 Members”).

25 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
26 the right to amend or modify the class definition with greater specificity, by further division
27 into subclasses and/or by limitation to particular issues.

28 15. **Numerosity:** The Class Members are so numerous that the individual joinder

1 of each individual Class Member is impractical. While Plaintiff does not currently know the
2 exact number of Class Members, Plaintiff is informed and believes that the actual number
3 exceeds the minimum required for numerosity under California laws.

4 16. **Commonality and Predominance:** Common questions of law and fact exist as
5 to all Class Members and predominate over any questions which affect only individual Class
6 Members. These questions include, but are not limited to:

7 A. Whether Defendants failed to pay all wages earned to Class Members for
8 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
9 meal period premium and rest period premium wages;

10 B. Whether Defendants failed to provide the Class Members with all meal
11 periods in compliance with California law;

12 C. Whether Defendants failed to authorize and permit the Class Members to
13 take all rest periods in compliance with California law;

14 D. Whether Defendants failed to indemnify the Class Members for the
15 reasonable expenses they incurred during the course of performing their duties;

16 E. Whether Defendants failed to provide the Class Members with
17 proper/accurate sick pay;

18 F. Whether Defendants knowingly and intentionally failed to provide the
19 class with accurate and complete itemized wage statements;

20 G. Whether Defendants willfully failed to provide the class with timely
21 wages during and upon termination of employment;

22 H. Whether Defendants engaged in unfair competition within the meaning of
23 Business and Professions Code sections 17200, et seq., with respect to the Class; and

24 I. Whether Class Members are entitled to restitution of money or property
25 that Defendants may have acquired from them through alleged Labor Code violations.

26 17. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
27 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
28 practice, or lack thereof, which resulted in Defendants failing to comply with the California

1 Labor Code, the Wage Order, and the Business and Professions Code.

2 18. **Adequacy of Class Representative:** Plaintiff is an adequate class
3 representative in that she has no interests that are adverse to, or otherwise in conflict with, the
4 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
5 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
6 interests of Class Members.

7 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
8 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
9 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
10 on behalf of Plaintiff and absent Class Members.

11 20. **Superiority:** A class action is vastly superior to other available means for fair
12 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
13 the Court. Class action treatment will allow a number of similarly situated persons to
14 simultaneously and efficiently prosecute their common claims in a single forum without the
15 unnecessary duplication of effort and expense that numerous individual actions would entail.
16 In addition, the monetary amounts due to many individual Class Members are likely to be
17 relatively small and would thus make it difficult, if not impossible, for individual Class
18 Members to both seek and obtain relief. Moreover, a class action will serve an important
19 public interest by permitting Class Members to effectively pursue the recovery of monies
20 owed to them. Further, a class action will prevent the potential for inconsistent or
21 contradictory judgments inherent in individual litigation.

22 **IV. STATEMENT OF FACTS**

23 21. Plaintiff started working at SOFT TOUCH on or around January 2023 as a
24 janitor. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's last rate of pay
25 was around \$20.00 per hour. Plaintiff's employment ended on or around September 5, 2024.

26 22. SOFT TOUCH violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because
27 it failed to pay Plaintiff and other similarly situated Class Members for all hours worked,
28 including the statutory minimum wage for all hours worked and for "off the clock" work. This

1 is so because SOFT TOUCH had a company policy wherein they would disproportionately
2 round down the number of hours worked, resulting in “time shaving” and further resulting in
3 Class Members not being paid for all hours worked. In fact, SOFT TOUCH did not have a
4 formal, digital timekeeping system that recorded hours worked to the exact minute. The latter
5 contributed to inaccurate timekeeping and resulted in Plaintiff and other Class Members not
6 being paid for all hours worked. Furthermore, since Plaintiff and other Class Members cleaned
7 different buildings and work sites, they traveled to different worksites from home, however,
8 they were not compensated for their travel time. Moreover, SOFT TOUCH failed to provide
9 its employees with proper and accurate reporting time pay.

10 23. Due to the above “off the clock” violations, SOFT TOUCH also violated Labor
11 Code §510 because it failed to pay Plaintiff and other Class Members overtime compensation,
12 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per
13 week throughout their employment. Plaintiff’s and other Class Members’ actual work hours
14 entitled them to overtime compensation, however, SOFT TOUCH did not compensate its
15 hourly, non-exempt employees with the correct amount of overtime due to the rounding/time
16 shaving as described above. Since Plaintiff’s usual work shifts were over 9 hours long,
17 overtime hours would have been worked and overtime issues would be present. In addition,
18 the company seemed to have a policy of not paying overtime when Plaintiff worked on
19 Sundays. Furthermore, SOFT TOUCH failed to include bonuses/incentive payments/shift
20 differentials in calculating employees’ regular rate of pay for use in deciphering the correct
21 overtime rate of pay. Additionally, the incentive, shift differential, and bonus payments were
22 also not factored into employees’ regular rate for purposes of receiving meal and rest break
23 premiums per the *Ferra v. Loews* case.

24 24. SOFT TOUCH also violated Labor Code § 226.7 and the appropriate Industrial
25 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and other
26 similarly situated Class Members with 10-minute rest periods for every four hours of work, or
27 majority portion thereof, throughout their employment. SOFT TOUCH did not completely
28 relieve Plaintiff and other Class Members of all duty during said rest periods. SOFT TOUCH

1 did not pay to Plaintiff and other Class Members one additional hour of pay at Plaintiff's
2 regular rate of compensation for each workday that one or more statutory rest periods was not
3 provided. Plaintiff and other Class Members did not receive timely, uninterrupted rest breaks
4 throughout their employment and rest breaks were not enforced and not part of the culture. In
5 fact, rest breaks were non-existent and Plaintiff never received an actual reset break of at least
6 10 minutes wherein she was relieved of all work duties. As such, the culture as well as the
7 policies and procedures of SOFT TOUCH did not lend itself to the employees receiving
8 consistent statutory rest breaks wherein they were relieved of all work duties. The
9 environment at SOFT TOUCH was not conducive to receiving statutory rest breaks under
10 California law and timely, statutory rest breaks were not authorized or enforced.

11 25. SOFT TOUCH violated Labor Code §§ 512 and 226.7 and the appropriate
12 Industrial Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-
13 exempt employees, including Plaintiff and other Class Members, the requisite 30-minute,
14 uninterrupted meal periods for every five (5) hours of work throughout their employment.
15 SOFT TOUCH did not completely relieve Plaintiff and other employees of all duty during said
16 meal periods. SOFT TOUCH did not pay to Plaintiff and its hourly, non-exempt employees
17 one additional hour of pay at their regular rate of compensation for each workday that one or
18 more statutory meal periods was not provided. Like the rest breaks, receiving a consistent
19 thirty-minute uninterrupted and timely meal break before the 5th hour was not part of the
20 company culture and was not enforced by SOFT TOUCH. To the extent that Plaintiff and
21 other Class Members even received meal periods, they were late and after the 5th hour
22 worked. In fact, SOFT TOUCH did not track meal period times as Plaintiff and other Class
23 Members did not clock in and out for meal periods. As such, since SOFT TOUCH fully failed
24 to keep track of the TIMING of meal periods, *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58,
25 77-78 (2021) is relevant (citing *Brinker*, 53 Cal. 4th at 1054) (meal period violations appearing
26 on the face of the time records creates a rebuttable presumption that the employer actually
27 failed to provide compliant meal periods).

28 26. Additionally, Plaintiff was advised by management that she could NOT leave

1 the premises for her meal breaks, which is yet another violation. Consequently, it was the
2 normal practice and custom of SOFT TOUCH not to authorize, permit, and enforce timely
3 statutory meal periods. If SOFT TOUCH had Plaintiff sign a meal period waiver, it would not
4 be valid and enforceable since Plaintiff and other Class Members generally worked more than
5 a 5-hour shift. Furthermore, under California law, however, employees must make an
6 affirmative decision every day regarding whether to waive their meal periods. August 13, 2003
7 DLSE Opinion Letter (“The decision to forego a meal period may not, therefore, be based on a
8 specific requirement of the employer or on a policy or practice which could reasonably be
9 perceived to be a condition of employment. Therefore, blanket “waivers” of meal periods
10 ...whether written or oral, will not be considered valid.”).

11 27. If SOFT TOUCH had Plaintiff sign an on-duty meal period agreement wherein
12 Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable
13 because the nature of Plaintiff’s job does not and did not prevent her from taking a meal period
14 and the company could have hired “breakers” to relieve Plaintiff of her job duties so that she
15 can actually take a timely, uninterrupted meal period. Moreover, any such “on duty” meal
16 period agreement did not allow for Plaintiff to revoke such an agreement even if it was signed.
17 As such, Plaintiff and other Class Members did not always receive statutory, timely meal
18 periods during their employment. To the extent that SOFT TOUCH argues that employees
19 receive meal break premium pay for missed meal periods, that argument is inconsequential for
20 PAGA penalty purposes since the PAGA penalties are for the violations themselves,
21 irrespective of whether an employee received the premium payment for a missed, short, or
22 interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section
23 226.7 does not give employers a lawful choice between providing either meal and rest breaks
24 or an additional hour of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th
25 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation;
26 the employer has still committed a violation even if the remedy for the violation has been paid.
27 See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the
28 work environment and culture at SOFT TOUCH was not conducive to receiving consistent,

1 timely, statutory meal breaks under California law. Moreover, any meal or rest break
2 premiums paid were not compensated at the weighted average regular rate, inclusive of
3 bonuses and/or incentive payments as well as overtime compensation.

4 28. Furthermore, during the relevant time period, and due to the above labor code
5 violations, SOFT TOUCH failed to pay Plaintiff and other similarly situated Class Members
6 all wages due to them within any time period specified by California Labor Code section 204.
7 Since Plaintiff was not compensated fully due to the time shaving and informal timekeeping
8 system as well as for overtime hours worked and since Plaintiff did not receive proper and
9 complete meal and rest break premiums, Plaintiff would still be owed wages pursuant to Labor
10 Code Section 204. SOFT TOUCH was also in violation of California Labor Code section
11 226(a) by failing to include pertinent information on the wage statements, including but not
12 limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime
13 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
14 deductions, the correct start and end of the pay period, all employee identifying information,
15 the correct and complete name and address of the legal employer, and reimbursement for
16 business expenses, among others. As such, SOFT TOUCH did not provide Plaintiff and other
17 similarly situated Class Members with complete, accurate itemized wage statements.

18 29. During the relevant time period, and as mentioned above, SOFT TOUCH also
19 failed to keep accurate and complete payroll records showing the actual hours worked per day
20 and the wages paid to Plaintiff and other Class Members pursuant to California Labor Code
21 sections 1174(d).

22 30. SOFT TOUCH also violated Labor Code § 203 because it willfully failed to
23 pay Plaintiff and other similarly situated Class Members earned and due wages upon
24 separation of employment, either immediately upon involuntary termination, or within 72
25 hours of resignation. These earned but unpaid wages include compensation for all hours
26 worked, including minimum wages, overtime compensation, and premium pay for missed
27 meal and rest breaks.

28 31. During the relevant time period, Plaintiff and other Class Members incurred

1 necessary, business-related expenses and costs that were not reimbursed by SOFT TOUCH.
2 These costs include, but are not limited to use of personal cell phones for work purposes in
3 that Plaintiff communicate with management and her supervisor exclusively by use of her
4 personal cell phone, however, she was not reimbursed at all. Accordingly, SOFT TOUCH was
5 in violation of California Labor Code sections 2800 and 2802.

6 32. Furthermore, SOFT TOUCH did not provide proper and correct/accurate sick
7 pay (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on
8 employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
9 sections 233 and 246. Moreover, there were no suitable seating/rest break facilities for the
10 employees pursuant to Wage Order no. 4-2001 as employees did not have a designated break
11 area or suitable seats in performing work duties.

12 33. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
13 unlawful practices and policies, Plaintiff and the Class Members were:

- 14 A. Not provided with all off duty meal periods;
- 15 B. Not authorized and permitted to take all rest break periods;
- 16 C. Not paid one hour's pay for each workday in which Defendants failed to
17 authorize and permit them to take one or more timely rest periods;
- 18 D. Not paid one hour's pay for each workday in which Defendants failed to
19 provide them with one or more timely meal periods;
- 20 E. Not paid all wages earned, including, but not limited to, minimum,
21 regular, overtime, and doubletime wages for work performed while clocked out;
- 22 F. Not indemnified for all necessary business expenditures incurred during
23 the discharge of their duties;
- 24 G. Not provided with provide proper and accurate sick pay (inclusive of all
25 bonuses/shift differentials/incentive payments;
- 26 H. Not provided with accurate and complete wage statements; and
- 27 I. Not timely paid all earned and unpaid wages at the time their
28 employment ended.

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED
AT THE CORRECT RATES OF PAY
(Lab. Code §§ 510, 1194, 1197, and 1198)
(By Plaintiff, on behalf of herself and the Class, against all Defendants)

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

35. At all relevant times, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198, and the Wage Order.

36. Section 2(L) of Wage Order 4-2001 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

37. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

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

(b) Double the employee’s regular rate of pay for

1 all hours worked in excess of 12 hours in any
2 workday and for all hours worked in excess of
3 eight (8) hours on the seventh (7th) consecutive
4 day of work in a workweek.

5 (c) The overtime rate of compensation required to
6 be paid to a nonexempt full-time salaried
7 employee shall be computed by using the
8 employee's regular hourly salary as one-fortieth
9 (1/40) of the employee's weekly salary.

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

13 39. Labor Code section 510 states:

14 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
15 in one workday and any work in excess of 40 hours in any one workweek and
16 the first eight hours worked on the seventh day of work in any one workweek
17 shall be compensated at the rate of no less than one and one-half times the
18 regular rate of pay for an employee. Any work in excess of 12 hours in one day
19 shall be compensated at the rate of no less than twice the regular rate of pay for
20 an employee. In addition, any work in excess of eight hours on any seventh day
21 of a workweek shall be compensated at the rate of no less than twice the regular
22 rate of pay of an employee. Nothing in this section requires an employer to
23 combine more than one rate of overtime compensation in order to calculate the
24 amount to be paid to an employee for any hour of overtime work.

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

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

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

43. In conjunction, these provisions of the California Labor Code require employers
to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 44. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 45. As described above, at all relevant times during the applicable limitations
11 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages, as well as
13 reporting time pay for all minimum, regular, overtime and doubletime hours, respectively, that
14 they worked at the correct rates of pay.

15 46. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 **(Lab. Code §§ 226.7 and 1198)**

22 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

24 48. At all relevant times during the applicable limitations period, Plaintiff and the
25 Class Members have been employees of Defendants and entitled to the benefits and
26 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

27 49. In relevant part, Labor Code § 1198 states,

28 “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.”

50. 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.

51. In addition, Labor Code Section 226.7 states

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

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable 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, 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.

52. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

53. Defendants intentionally failed to authorize and permit Plaintiff and the Class

1 Members to take all 10-minute rest periods free from any work duties in accordance with the
2 Wage Order.

3 54. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
4 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
5 wages to Plaintiff and the Class Members for days on which they failed to authorize and
6 permit Plaintiff and the other Class Members to take timely rest periods.

7 55. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
8 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
9 major fraction thereof. Defendants did not seek an exemption from the rest period protections
10 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
11 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
12 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
13 major fraction thereof.

14 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times
15 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
16 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
17 Members to take all rest breaks required by California law.

18 57. Defendants failed to provide Plaintiff with all required rest breaks in
19 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
20 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
21 lack of a policy which resulted in Defendants not providing the Class Members with all rest
22 breaks required by California law.

23 58. Defendants failed to pay Plaintiff the additional wages required by California
24 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
25 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
26 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
27 providing the Class Members with additional wages for all rest breaks not provided to them as
28 required by California Labor Code § 226.7.

59. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them.

60. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

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

62. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

63. In relevant part, 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.”

64. In relevant part, Labor Code Section 512 states

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

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

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...
- (B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

66. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable 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.
- (c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable 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, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

67. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

68. As described above, Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

69. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Class Members with all off-duty meal periods required by California law.

70. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

71. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

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

73. At all relevant times, Plaintiff and the Class Members were employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

74. In pertinent part, California Labor Code § 2802(a) states: “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

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

76. As described above, at all relevant times, SOFT TOUCH required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties, including but not limited to use of personal cell phone for work purposes. Plaintiff used her own personal cell phone to communicate with management regarding work-related issues. However, SOFT TOUCH did not provide its employees with mobile phones and did not reimburse

1 Plaintiff and the Class Members for these mobile phone expenses.

2 77. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
4 Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses
5 they incurred during the course of performing their duties.

6 78. Accordingly, with respect to this cause of action, on behalf of herself and the
7 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
8 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

11 **(California Labor Code Section 226)**

12 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

14 80. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
15 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
16 itemized statement showing:

17 A. Gross wages earned;

18 B. Total hours worked by the employee, except for any employee whose
19 compensation is solely based on a salary and who is exempt from payment of overtime under
20 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

21 C. The number of piece rate units earned and any applicable piece rate if the
22 employee is paid on a piece-rate basis;

23 D. All deductions, provided that all deductions made on written orders of the
24 Employee may be aggregated and shown as one item;

25 E. Net wages earned;

26 F. The inclusive dates of the period for which the employee is paid;

27 G. The name of the employee and his or her social security number, except
28 that by January 1, 2008, only the last four digits of his or her social security number or an

1 employee identification number other than a social security number may be shown on the
2 itemized statement;

3 H. The name and address of the legal entity that is the employer; and

4 I. All applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee.

6 81. Pursuant to California Labor Code § 226, an employee is deemed to suffer
7 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
8 suffer injury if the employer fails to provide accurate and complete information as required by
9 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
10 from the wage statement alone one or more of the following:

11 A. The amount of the gross wages or net wages paid to the employee during
12 the pay period or any of the other information required to be provided on the itemized wage
13 statement pursuant to California Labor Code § 226(a);

14 B. Which deductions the employer made from gross wages to determine the
15 net wages paid to the employee during the pay period;

16 C. The name and address of the employer and, if the employer is a farm
17 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
18 name and address of the legal entity that secured the services of the employer during the pay
19 period;

20 D. The name of the employee and only the last four digits of his or her social
21 security number or an employee identification number other than a social security number; and

22 E. The number of piece-rate units earned and the piece rate.

23 82. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
24 means a reasonable person would be able to readily ascertain the information without
25 reference to other documents or information.

26 83. As alleged herein, at all relevant times during the applicable limitations period,
27 Defendants violated California Labor Code section 226 because they did not properly and
28 accurately itemize each employee’s gross wages earned, net wages earned, the total hours

1 worked, the corresponding number of hours worked at each rate by the employee and other
2 requirements of California Labor Code section 226. Defendants failed to state in the wage
3 statements they issued to Plaintiff and the other Class Members all their hours worked and
4 wages earned, including, but not limited to, regular and overtime wages for work they
5 performed off-the-clock. Defendants knowingly and intentionally did not issue either as a
6 detachable part of the check, draft, or voucher paying the employee's wages, or separately if
7 wages are paid by personal check or cash, statements to Plaintiff and the Class Members that
8 state all overtime wages earned, all minimum wages earned, all regular wages earned, all meal
9 period premium wages earned, all rest break premium wages earned, gross wages earned, net
10 wages earned, all hourly rates, and all hours worked at each rate of pay.

11 84. Defendants' failure to provide Plaintiff and the other Class Members with
12 accurate wage statements was knowing and intentional. Defendants had the ability to provide
13 Plaintiff and the other Class Members with accurate wage statements but intentionally
14 provided wage statements that Defendants knew were not accurate.

15 85. As a result of being provided with inaccurate wage statements by Defendants,
16 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
17 accurate wage statements were violated and they were misled about the amount of wages they
18 had actually earned and were owed. In addition, the absence of accurate information on their
19 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
20 required discovery and mathematical computations to determine the amounts of wages owed,
21 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
22 led to the submission of inaccurate information about wages to state and federal government
23 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
24 wage statements whether Defendants complied with their obligations under California Labor
25 Code section 226(a).

26 86. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
27 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
28 period in which a violation of California Labor Code § 226(a) occurred and one hundred

1 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
2 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
3 entitled to an award of costs and reasonable attorneys' fees.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

6 **(California Labor Code Sections 201-203)**

7 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

9 88. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class have been employees of Defendants and entitled to the benefits and protections of
11 California Labor Code §§ 201–203, and the Wage Order.

12 89. Labor Code § 201 provides that all earned and unpaid wages of an employee
13 who is discharged are due and payable immediately at the time of discharge.

14 90. Labor Code § 202 provides that all earned and unpaid wages of an employee
15 who quits after providing at least 72-hours notice before quitting are due and payable at the
16 time of quitting and that all earned and unpaid wages of an employee who quits without
17 providing at least 72-hours notice before quitting are due and payable within 72 hours.

18 91. Labor Code § 203 provides that the wages of an employee continue on a daily
19 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
20 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

21 92. The Defendants failed to pay Plaintiff and all of the other Class Members
22 whose employment ended all of the earned but unpaid wages described above by the
23 conclusion of their employment with Defendants, including minimum wages, regular wages,
24 overtime wages, unprovided meal period premium wages, and unprovided rest break premium
25 wages. Additionally, the Defendants failed to issue to Plaintiff and all of the other Class
26 members whose employment ended their final paychecks within the required time periods.

27 93. By failing to pay such earned wages to Plaintiff and the Class Members,
28 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code

1 § 201 or § 202.

2 94. Plaintiff is informed and believes that Defendants' failures to timely pay
3 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
4 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
5 practices that violate the requirements of the Labor Code and the Wage Order, even though at
6 all relevant times, they have had the ability to comply with those legal requirements.

7 95. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
8 of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
9 penalties for each Class Member.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

12 **(Lab. Code §§ 204)**

13 **(Plaintiff and the Class against all Defendants)**

14 96. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

15 97. California Labor Code Section 204 establishes the fundamental right of all
16 employees in the State of California to be paid wages in a timely fashion for their work.

17 98. At all times relevant during the liability period, Defendants failed to pay
18 Plaintiff and the Class Members the full amount of all owed wages when due as required by
19 California Labor Code Section 204.

20 99. Defendants failed to pay Plaintiff and the Class Members all wages earned each
21 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
22 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
23 Members wages for all hours worked, including overtime hours and premium pay for missed
24 rest breaks and meal breaks.

25 100. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
26 have suffered damages in an amount, subject to proof, to the extent she was not paid all wages
27 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but
28 can be determined directly from Defendants' records or indirectly based on information from

1 Defendants' records.

2 101. Under this cause of action, Plaintiff prays for penalties on behalf of herself and
3 Class Members due under the statutes alleged along with any allowable interest, penalties,
4 attorney's fees, and costs according to proof at trial.

5 **EIGHTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(Lab. Code §§ 2698, *et seq.*)**

8 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

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

10 103. The "Aggrieved Employees" are all members of the Class defined above who
11 Defendants employed during the period beginning October 10, 2023 and ending on the date
12 that final judgment is entered in this action.

13 104. Defendants failed to compensate Plaintiff and all of the other Aggrieved
14 Employees for all hours worked at the correct rates of pay, including all minimum wages
15 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
16 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
17 net wages earned, and related compensation. As a result, Defendants have failed to accurately
18 maintain all records required by section 1174 and the Wage Order, including but not limited to
19 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
20 applicable hourly rates during each payroll period.

21 105. During the applicable time period, Defendants violated California Labor Code
22 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and
23 2802.

24 106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
25 behalf of themselves and other current or former employees, to bring a civil action to recover
26 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

27 107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
28 Members are entitled to recover civil penalties for each of the Defendants' violations of

1 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194,
2 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

3 A. For violations of California Labor Code § 204, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
5 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
6 established by California Labor Code § 210).

7 B. For violations of California Labor Code § 226(a), two hundred fifty
8 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
9 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
10 established by California Labor Code § 226.3).

11 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
12 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
14 established by California Labor Code § 558).

15 D. For violations of California Labor Code § 1174, five hundred dollars
16 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
17 California Labor Code § 1174.5).

18 E. For violations of California Labor Code § 1197, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
20 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
21 per pay period (regardless of whether the initial violations were intentionally committed)
22 (penalty amounts established by California Labor Code § 1197.1).

23 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
24 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
25 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
26 Employee per pay period for each subsequent violation (penalty amounts established by
27 California Labor Code § 2699(f)(2)).

28 108. Plaintiff has complied with the procedures for bringing suit specified in

1 California Labor Code § 2699.3. By letter dated October 10, 2024, Plaintiff filed written notice
2 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
3 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
4 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
5 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
6 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
7 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
8 not intend to investigate these allegations.

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

12 **NINTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

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

15 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

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

17 111. At all relevant times during the applicable limitations period, Plaintiff and the
18 Class Members have been employees of Defendants and entitled to the benefits and
19 protections of the Business and Professions Code §§ 17200, *et seq.*

20 112. The unlawful conduct of Defendants alleged herein amounts to and constitutes
21 unfair competition within the meaning of California Business & Professions Code §§ 17200,
22 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
23 unfairly gained a competitive advantage over other comparable companies doing business in
24 California that comply with their legal obligations to compensate employees for all earned
25 wages.

26 113. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and
27 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
28 Class Members were deprived of minimum wages, regular wages, overtime wages, missed

1 meal period premium wages, missed rest period premium wages, uniform, phone, and other
2 expenses, and comparable money and property.

3 114. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
4 Class Members are entitled to restitution of all monies rightfully belonging to them that
5 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
6 business practices.

7 115. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
8 connection with their unfair competition claims pursuant to California Code of Civil
9 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

10 **V. PRAYER FOR RELIEF**

11 116. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays
12 for relief and judgment against Defendants as follows:

13 A. An order that the action be certified as a class action with respect to
14 Plaintiff's claims for violations of California law;

15 B. An order that Plaintiff be appointed class representative;

16 C. An order that counsel for Plaintiff be appointed class counsel;

17 D. Unpaid wages, including minimum, regular, overtime, double-time, split
18 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
19 time, and reporting time wages;

20 E. Liquidated damages;

21 F. Statutory penalties, including waiting time penalties;

22 G. Civil penalties;

23 H. Restitution;

24 I. Declaratory relief;

25 J. Actual damages;

26 K. Pre-judgment interest;

27 L. Costs of suit;

28 M. Reasonable attorneys' fees; and

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N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: July 7, 2025

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.

Dated: July 7, 2025

MM LAW, APC

By 
Maralle Messrelian, Esq.

Attorneys for Plaintiff,
EDITH JANETH TAFUR, and all others
similarly situated