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FILED
Superior Court of California
County of Los Angeles
10/19/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SOBEIDA GARCIA, an individual, MAYRA LOPEZ, an individual, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

MOTHER'S MARKET & KITCHEN, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26STCV24640

Assigned for All Purposes to:
William F. Highberger, Dept. 10

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. **Failure to Pay All Minimum Wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197);**
2. **Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 1194 and 1198);**
3. **Meal Period Violations (Labor Code §§ 226.7, 512, and 558);**
4. **Rest Period Violations (Labor Code §§ 226.7, 516, and 558);**
5. **Wage Statement Violations (Labor Code § 226 *et seq.*);**
6. **Waiting Time Penalties (Labor Code §§ 201-203);**
7. **Conversion of Gratuities;**
8. **Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and**
9. **Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)**

DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE RELIEF

Plaintiffs Sobeida Garcia ("Garcia") and Mayra Lopez ("Lopez," and collectively with Garcia, "Plaintiffs"), individually and on behalf of all others similarly situated, hereby bring this First Amended Class and Representative Action Complaint ("Complaint") against Defendants MOTHER'S MARKET & KITCHEN, INC., a Delaware corporation, and DOES 1 through 100, inclusive (collectively, "Defendants"), and on information and belief, allege as follows:

STATEMENT OF THE CASE

1. This proposed class and representative action, brought pursuant to California Code of Civil Procedure § 382, seeks unpaid minimum and overtime wages, meal and rest period premium pay, statutory penalties, liquidated damages, interest, reasonable attorneys' fees, and costs. Plaintiffs' action is brought under California Labor Code §§ 98.6, 201-204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 232, 232.5, 351, 353, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5(k), 1198, and 1199, California Business & Professions Code §§ 17200 *et seq.*, and the Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"), and, to the extent applicable to Plaintiffs or class members, any other applicable IWC Wage Order, in addition to seeking declaratory relief and restitution.

JURISDICTION AND VENUE

2. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with the traditional notions of fair play and substantial justice.

3. Venue in this County is proper under California Business & Professions Code § 17203 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County.

THE PARTIES

4. Plaintiff Garcia is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Garcia was, and currently is, a resident of California. Within the statute of

limitations periods applicable to each cause of action pled herein, Plaintiff Garcia was employed by Defendants as a non-exempt employee. Specifically, Defendants employed Plaintiff Garcia in the non-exempt positions of "Server" (or other similarly titled position) from approximately January 3, 2012 through July 10, 2026. Plaintiff Garcia's job duties included taking customer orders, serving food and beverages, delivering meals to customers, bussing and resetting tables, and performing other related customer service and food service duties as assigned. Plaintiff Garcia was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 351, 353, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, Business & Professions Code § 17200 *et seq*., and Wage Order 7, which sets employment standards for the mercantile industry.

5. Plaintiff Lopez is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Lopez was, and currently is, a resident of California. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff Lopez was employed by Defendants as a non-exempt employee. Defendants employed Plaintiff Lopez in the non-exempt positions of "Store Supervisor" (or other similarly titled positions), and prior to that as a "Juice Bar Clerk" (or other similarly titled positions) from approximately January 2017 until July 10, 2026. Plaintiff Lopez's job duties included ensuring that closing tasks were completed, counting cash registers, assisting employees and departments as needed, among other various duties. Plaintiff Lopez was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, Business & Professions Code § 17200 *et seq*., and Wage Order 7, which sets employment standards for the mercantile industry.

6. Defendant MOTHER'S MARKET & KITCHEN, INC., is a Delaware corporation, with its principal place of business located at 100 Bayview Circle, Suite 2620, Newport Beach, California 92660. Plaintiffs are informed and believe, and based thereon allege, that during the time period relevant to this action, Defendants did (and do) business by owning and operating a regional

supermarket chain with at least 12 locations in Southern California, including in Los Angeles County.

7. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, Defendants were licensed to do business in California and were the employers of Plaintiffs and of the members of the Classes (as defined below).

8. Plaintiffs do not know the true names, capacities, relationships, and/or the extent of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names. Plaintiffs pray for leave to amend this Complaint when their true names and capacities are known. Plaintiffs are informed and believe, and based thereon allege, that each fictitiously named Defendant is and was responsible in some way for the alleged wage-and-hour violations and other wrongful conduct that subjected Plaintiffs and the Classes, as defined below, to the illegal employment practices, wrongs and injuries complained of herein. All references in this Complaint to "Defendants" shall be deemed to include all DOE Defendants.

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

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the Classes (as defined below).

GENERAL ALLEGATIONS

11. Defendants own and operate natural and organic grocery stores throughout California, including in Los Angeles County.

12. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-exempt employees were entitled to receive at least minimum wages, wages at their regular rate of pay, and overtime wages, and that they were not receiving minimum, straight time, and overtime wages for all work that was required to be performed. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other non-exempt employees regularly worked in excess of eight (8) hours per workday and/or over 40 hours per workweek. Defendants required Plaintiffs and other non-exempt employees to work off-the-clock without compensation, such as taking customer orders or engaging in other customer service activities, communicating with Defendants' management/supervisors, and working through meal periods due to Defendants' excessive work demands, understaffing, working conditions, and other policies/practices. Thus, Defendants failed to properly record Plaintiffs and other non-exempt employees' time worked, resulting in the underpayment of wages, including minimum, straight time, and overtime time wages. As such, Defendants failed to pay Plaintiffs and other non-exempt employees minimum, straight time, and overtime wages for all hours worked in violation of the Labor Code and IWC Wage Orders.

13. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-exempt employees were entitled to receive a timely, off-duty uninterrupted 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay at their regular rate of pay when they did not receive a compliant meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and other non-exempt employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Defendants' excessive work demands, understaffing, working conditions, and other policies/practices. For example, Plaintiffs and other non-exempt employees' meal periods were regularly interrupted by work-related questions. As a result of Defendants' meal period practices and policies, Plaintiffs and other non-exempt employees

were not provided with all lawful meal periods to which they were entitled. Defendants failed to relinquish control over how Plaintiffs and other non-exempt employees spent their meal periods. As a result of Defendants' meal period practices and policies, Plaintiffs and other non-exempt employees were not provided with all lawful meal periods to which they were entitled. Upon information and belief, on at least some occasions when Plaintiffs and other non-exempt employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of premium pay at the regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Nevertheless, paying a meal period premium is not a legal excuse for not providing the meal period in the first instance. In fact, paying the meal period premium confirms Defendants violated Labor Code § 226.7. *See Kirby v. Immoos Fire Prot., Inc.* (2012) 53 Cal.4th 1244, 1256-1257 ("The 'additional hour of pay' provided for in subdivision (b) is the legal remedy for a violation of subdivision (a), **but whether or not it has been paid is irrelevant to whether section 226.7 was violated**. In other words, section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay. An employer's failure to provide an additional hour of pay does not form part of a section 226.7 violation, and **an employer's provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7**." (emphasis added)). As such, Defendants failed to provide Plaintiffs and other non-exempt employees all required meal periods and/or premium pay, in violation of the Labor Code and Wage Order 7.

14. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-exempt employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant rest period. Specifically, Defendants failed to provide compliant rest periods to Plaintiffs and other non-exempt employees due to Defendants' excessive work demands, understaffing, working conditions, and other policies/practices as mentioned above. Plaintiffs and other non-exempt employees were not provided with rest periods that were a full 10 minutes of "net

rest" in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Thus, Plaintiffs and other non-exempt employees regularly had their rest periods missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. Specifically, Defendants maintained a practice of prohibiting duty-free rest periods. As such, Defendants failed to relinquish control over how Plaintiffs and other non-exempt employees spent their rest periods. As a result of Defendants' rest period practices and policies, Plaintiffs and other non-exempt employees were not provided with all lawful rest periods to which they were entitled. In addition, Defendants failed to provide rest periods during the middle of each work period and provide all required paid rest periods. On at least some occasions when Plaintiffs and other non-exempt employees were not provided with all lawful rest periods to which they were entitled, Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of premium pay at the regular rate of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism for the payment of rest period premiums when they failed to authorize and permit Plaintiffs and other non-exempt employees with legally compliant rest periods. Nevertheless, paying a rest period premium is not a legal excuse for not providing the rest period in the first instance. In fact, paying the rest period premium confirms Defendants violated Labor Code § 226.7. *Kirby*, 53 Cal.4th at 1256-1257 ("The 'additional hour of pay' provided for in subdivision (b) is the legal remedy for a violation of subdivision (a), **but whether or not it has been paid is irrelevant to whether section 226.7 was violated**. In other words, section 226.7 does not give employers a lawful choice between providing either meal and rest breaks or an additional hour of pay. An employer's failure to provide an additional hour of pay does not form part of a section 226.7 violation, and **an employer's provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7**." (emphasis added)). As such, Defendants failed to provide Plaintiffs and other non-exempt employees all required rest periods and/or premium pay, in violation of the Labor Code and Wage Order 7.

15. Plaintiffs are informed and believe, and thereon allege, that Defendants maintained policies and practices whereby Defendants took, withheld, and/or failed to remit gratuities left by customers for Plaintiff Garcia and other non-exempt employees. Specifically, Defendants took cash gratuities belonging to Plaintiff Garcia and other aggrieved employees and used those gratuities to make up shortages or otherwise ensure that Defendants' cash registers and cash drawers balanced at the end of a shift. Defendants further failed to distribute to Plaintiff Garcia and other aggrieved employees all gratuities paid by customers through credit card transactions, thereby retaining and/or withholding gratuities that belonged to Plaintiff Garcia and other non-exempt employees. These practices resulted in Defendants taking, withholding, and/or retaining gratuities left for Plaintiff Garcia and other non-exempt employees and using employees' gratuities for Defendants' own purposes.

16. As a result of Defendants' failure to pay minimum and overtime wages, and meal and rest period premium wages owed, and by taking, withholding, or failing to remit gratuities, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiffs and other non-exempt employees, failed to pay all wages owed to Plaintiffs and other non-exempt employees by the time intervals required by Labor Code § 204, and failed to pay all final wages owed to Plaintiffs and other non-exempt employees upon their respective separations from employment.

17. California law establishes, as a minimum employment standard, an employee anti-gag rule. *Doe v. Google, Inc.* (2020) 54 Cal.App.5th 948. Employees have the right to complain about wages, the right to whistle blow, and the right to freedom of speech. They have the right to discuss and disclose information about wages, working conditions, and unlawful conduct, and they have the right to engage in speech. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5(k). Defendants retaliated against Plaintiffs and other aggrieved employees for engaging in protected activity, including, but not limited to, complaining about wages and Defendants' working conditions. Under PAGA, Defendants are subject to enhanced civil penalties of $10,000 per violation under Labor Code §§ 98.6(b)(3) and 1102.5(f)(1).

CLASS ACTION ALLEGATIONS

18. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to Code of Civil Procedure § 382:

a. The Minimum Wage Class consists of all Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of this action through the present.

b. The Vacation Pay Class consists of all Defendants' current and former employees, including exempt, non-exempt, and/or misclassified employees, in California who accrued vacation and/or paid time off during their employment and who, upon separation of employment, were not paid all accrued but unused vacation or paid time off wages during the four years immediately preceding the filing of this action through the present.

c. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per workweek and were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of this action through the present.

d. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of this action through the present.

e. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

f. The Gratuity Class consists of all of Defendants' current and former employees in California who received or were entitled to receive gratuities paid, given, or left by customers, whether in cash or by credit card, during the applicable limitations period.

g. The Waiting Time Class consists of all members of the Minimum Wage Class, Vacation Pay Class, Overtime Class, Meal Period Class, Rest Period Class, and/or Gratuity Class who separated their employment with Defendants during the three years immediately

preceding the filing of this action through the present.

h. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class, Vacation Pay Class, Overtime Class, Meal Period Class, Rest Period Class and/or Gratuity Class; and/or (ii) all of Defendants' current and former non-exempt employees in California who were paid in cash for work performed, who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

19. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiffs and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

a. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

b. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class and/or Overtime Class;

d. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

e. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

f. Whether Defendants correctly paid meal and/or rest period premium

payments for non-compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;

g. Whether Defendants collected, took, received, or withheld gratuities belonging to other members of the Gratuity Class, including by using gratuities to cover cash shortages and/or by failing to distribute credit card gratuities, in violation of Labor Code § 351;

h. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class as required under California law; and

i. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

21. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timeclock policies/practices, and meal and rest period policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **Typicality**: Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiffs, like the members of the Classes, were deprived of all minimum and overtime wages owed, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages at their regular rate of pay for missed or non-compliant meal and rest periods, and were not provided with accurate, itemized wage statements. Further, Plaintiff Garcia, like the members of the Gratuity Class, had gratuities left for her by customers taken, withheld, and/or not remitted by Defendants.

23. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes

and Plaintiffs. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

24. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES

(Against all Defendants)

25. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

27. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

28. At all relevant times herein, Defendants failed to pay Plaintiffs and other members of the Vacation Pay Class all accrued but unused vacation or paid-time-off wages upon termination, thereby further failing to pay all wages owed under California law.

29. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 7.

31. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 7, and Code of Civil Procedure § 1021.5.

32. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to the Minimum Wage Class under the law. Thus, Plaintiffs and members of the Minimum Wage Class are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(Against all Defendants)

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

35. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday or in excess of 40 hours of work in the workweek. In addition, Wage Order 7, § 3 requires employers to pay employees double their regular rate of pay

for all hours worked in excess of twelve (12) in a single workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

36. Defendants caused Plaintiffs and other members of the Overtime Class to work overtime hours but did not compensate Plaintiffs or members of the Overtime Class with one and one-half times their regular rate of pay for such hours. Further, Defendants caused Plaintiffs and other members of the Overtime Class to work double-time hours, but did not compensate Plaintiffs or other members of the Overtime Class with double their regular rate of pay for all hours worked in excess of twelve (12) in a single workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

37. On information and belief, Defendants failed to correctly calculate the regular rate of pay used to determine overtime and double-time compensation. Specifically, Defendants failed to include in the regular rate all forms of incentive payments or shift premiums paid to employees. By excluding these non-discretionary payments from the regular rate, Defendants underpaid Plaintiffs and members of the Overtime Class for overtime and double-time hours worked in violation of Labor Code §§ 510, 1194, and 1198 and Wage Order 7, § 3.

38. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

39. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the Overtime Class under the law. Thus, Plaintiffs and members of the Overtime Class are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California

Penal Code § 496(c).

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(Against all Defendants)

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

42. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 7, including interest thereon, statutory penalties, civil penalties, and costs of suit.

43. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the Meal Period Class under the law. Thus, Plaintiffs and members of the Meal Period Class are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(Against all Defendants)

44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

45. Wage Order 7, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

46. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

47. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

48. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the Rest Period Class under the law. Thus, Plaintiffs and members of the Rest Period Class are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(Against all Defendants)

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name of the legal entity that is the employer in violation of Labor Code §§ 226 *et seq*.

51. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

52. Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§ 226 *et seq*., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code §§ 226 *et seq.*

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against all Defendants)

53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

54. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment.

55. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class and the Vacation Pay Class all final wages due to them at the time of their separation, which includes, among other things, underpaid minimum and overtime wages, unused accrued vacation, and meal and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class and the Vacation Pay Class all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

56. Defendants' willful failure to timely pay Plaintiffs and members of the Waiting Time Class and the Vacation Pay Class their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and members of the Waiting Time Class and the Vacation Pay Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

CONVERSION OF GRATUITIES

(Against all Defendants)

57. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

58. California Labor Code § 350(e) provides that: "'Gratuity' includes any tip, gratuity, money, or part thereof that has been paid or given to or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink, or articles sold or served to the patron."

59. California Labor Code § 351 provides that: "No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment."

60. Plaintiff Garcia and other members of the Gratuity Class owned and had a right to possess all of the gratuities left for them during the applicable limitations period. Labor Code § 351 ("Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.").

61. During the applicable limitations period, Defendants substantially interfered with Plaintiff Garcia and other members of the Gratuity Class' property, i.e., the gratuities left for them, by by knowingly and intentionally taking possession of gratuities belonging to Plaintiff Garcia and other members of the Gratuity Class and preventing them from having access to those gratuities. For example, Defendants intentionally deprived Plaintiff Garcia and other members of the Gratuity Class of all of the gratuities left for Plaintiff and other members of the Gratuity Class by making unlawful deductions to their gratuities during the applicable limitations period and failing to remit gratuities paid by customers to Plaintiff Garcia and other members of the Gratuity Class through credit card transactions or otherwise, or withholding gratuities paid to Plaintiff Garcia and other members of the Gratuity Class to cover cash shortages.

62. During the applicable limitations period, Plaintiff Garcia and the other members of the Gratuity Class did not consent to Defendants' interference with their gratuities.

63. As a direct and proximate result of Defendants' conduct, Plaintiff Garcia and the members of the Gratuity Class have sustained harm because Plaintiff Garcia and the members of the Gratuity Class have been denied property rights in the gratuities left for them. Plaintiff Garcia and the members of the Gratuity Class are thus entitled to all gratuities left for them that are being retained by Defendants in addition to prejudgment interest, attorneys' fees, and costs in an amount to be established at trial.

64. Plaintiff Garcia is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars ($950) from any one employee, or two thousand three hundred fifty dollars ($2,350) in the aggregate from two or more employees…in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff Garcia and the members of the Gratuity Class of gratuities, as defined in Section 350 of the Labor Code by unlawful means, with the knowledge that the gratuities are due to Plaintiff Garcia and the members of the Gratuity Class under the law. Plaintiff Garcia and the members of the Gratuity Class are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

65. In wrongfully depriving Plaintiff Garcia and the members of the Gratuity Class of property rights in the gratuities left for them, each Defendant acted with oppression, fraud, and/or malice. Plaintiff Garcia and the members of the Gratuity Class are thus entitled to exemplary and punitive damages in an amount commensurate with Defendants' ability to pay and to deter future oppressive, fraudulent, and/or malicious conduct pursuant to California Civil Code section 3294.

66. Plaintiff Garcia and the members of the Gratuity Class she seeks to represent request relief as described herein and below.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against all Defendants)

67. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

68. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code §§ 17200 *et seq*. by, among other things, failing to pay Plaintiffs and the Classes all minimum and overtime wages owed; failing to pay all accrued vacation or paid time off wages owed at separation; failing to pay all required meal and rest period premium wages owed; taking, withholding, and/or failing to remit gratuities belonging to Plaintiff Garcia and other employees in violation of Labor Code § 351; and knowingly failing to furnish complete and accurate, itemized wage statements.

69. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs, and continues to deprive members of the Classes, of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

70. Because Plaintiffs are a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full restitution of monies as necessary and according to proof to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

71. The acts complained of herein occurred within the last four years immediately preceding the filing this action.

72. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

73. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

74. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants for injunctive relief and to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) $10,000 per violation under Labor Code §§ 98.6(b)(3) and 1102.5(f)(1) per employee; and/or (6) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is

specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay all earned overtime compensation to Plaintiffs, the Overtime Class, and other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Taking, withholding, retaining, and/or failing to remit gratuities belonging to Plaintiff Garcia and other aggrieved employees, including by using employee gratuities to cover cash-register shortages and/or balance cash drawers and by failing to distribute gratuities paid by customers through credit card transactions, in violation of Labor Code §§ 351 and 353;

f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 558, 1174, 1174.5, and 1198;

h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

i. Failing to pay Plaintiffs, the Waiting Time Class, and other aggrieved employees all final wages due in violation of Labor Code §§ 201-203; and

j. Retaliating against Plaintiffs and other aggrieved employees for engaging in protected activity and/or otherwise imposing unlawfully restrictions on Plaintiffs and other aggrieved employees' speech in violation of Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5(k).

75. On August 14, 2026, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiffs' intent to bring a claim for civil penalties under California Labor Code §§ 2698 *et seq*. with respect to the violations of the California Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted the administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

76. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

77. Plaintiffs were compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(k).

PRAYER FOR RELIEF

Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants MOTHER'S MARKET & KITCHEN, INC., and DOES 1 through 100 as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. For compensatory damages;
5. For such general, economic, and/or special damages;
6. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §

487m;

7. For statutory penalties to the extent permitted by law, including pursuant to the Labor Code and Wage Order 7;

8. For exemplary and punitive damages in an amount commensurate with Defendants' ability to pay and to deter future oppressive, fraudulent, and/or malicious conduct in connection with the Seventh Cause of Action for Conversion of Gratuities;

9. For civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) $10,000 per violation under Labor Code §§ 98.6(b)(3) and 1102.5(f)(1) per employee; and/or (6) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in the PAGA Cause of Action;

10. For public injunctive relief under Labor Code §§ 2698 *et seq.*;

11. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor Code §§ 1194 and 2699(k) and Code of Civil Procedure § 1021.5;

12. For restitution to Plaintiffs and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code §§ 17200 et seq.;

13. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et*

seq.;

14. For liquidated damages pursuant to Labor Code § 1194.2;

15. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

16. A declaratory judgment that the practices complained of herein are unlawful under California law; and

17. For such other and further relief, the Court may deem just and proper.

Dated: October 19, 2026

SOUTHWICK LAW, APC
SAYURI P. ESPINOSA
SHAHEEN A. ETEMADI

By: 

Sayuri P. Espinosa
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable in the Complaint.

Dated: October 19, 2026

SOUTHWICK LAW, APC
SAYURI P. ESPINOSA
SHAHEEN A. ETEMADI

By: 

Sayuri P. Espinosa
Attorney for Plaintiffs