

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Humberto Castorena Rodriguez (SBN 356811)
hcastorena@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

04/04/2025

David W. Stryba, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGINA BARRAGAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NOWHERE CULVER CITY, LLC, dba
EREWON CULVER CITY, a California
limited liability company; NOWHERE
HOLDCO, LLC, dba EREWHON MARKET, a
Delaware limited liability company; MODERN
HR, INC., a California corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 25STCV02381

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (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,
558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE §§ 2802, 2804);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

1 (9) **CIVIL PENALTIES UNDER THE**
2 **PRIVATE ATTORNEYS GENERAL**
3 **ACT (LABOR CODE § 2698 *et seq.*).**

4 **DEMAND FOR JURY TRIAL**
5 **UNLIMITED CIVIL CASE**

6 Plaintiff Jorgina Barragan (“Plaintiff”), on behalf of herself and all others similarly
7 situated, hereby brings this First Amended Class and Representative Action Complaint against
8 NOWHERE CULVER CITY, LLC, dba EREWHON CULVER CITY, a California limited
9 liability company; NOWHERE HOLDCO, LLC, dba EREWHON MARKET, a Delaware limited
10 liability company; MODERN HR, INC., a California corporation, and DOES 1 to 100, inclusive
11 (collectively “Defendants”), and on information and belief alleges as follows:

12 **JURISDICTION**

13 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
14 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226
15 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et*
16 *seq.*, California Business and Professions Code § 17200 *et seq.*, and Industrial Welfare
17 Commission Wage Order 7 (“Wage Order 7”), in addition to seeking declaratory relief and
18 restitution. This action is brought pursuant to California Code of Civil Procedure § 382. This
19 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
20 amount in controversy exceeds this Court's jurisdictional minimum.

21 **VENUE**

22 2. Venue is proper in this judicial district pursuant to California Code of Civil
23 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
24 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
25 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
26 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
27 service of process.

28 **PARTIES**

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
Plaintiff was and currently is, a California resident. During the four years immediately preceding

1 the filing of this action and within the statute of limitations periods applicable to each cause of
2 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
3 was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money
4 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226
5 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et*
6 *seq.*, California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law"), and
7 Wage Order 7, which sets employment standards for the mercantile industry.

8 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of this action and continuing to the present, Defendants did (and
10 continue to do) business within the County of Los Angeles and the State of California by operating
11 a high-end grocery franchise location in Los Angeles County, and therefore, were (and are) doing
12 business in the County of Los Angeles and the State of California.

13 5. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
15 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
16 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
17 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
18 individual, partners, or corporate, were responsible in some manner for the acts and omissions
19 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
20 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

21 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
22 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
23 Classes.

24 7. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants, and employees of each and every one of
27 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
28 were acting within the course and scope of said agency and employment. Defendants, and each

1 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
2 omissions complained of herein.

3 8. At all times mentioned herein, Defendants, and each of them, were members of
4 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
5 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
6 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
7 members of the Classes (as defined herein).

8 **GENERAL FACTUAL ALLEGATIONS**

9 9. Defendants operate a high-end grocery franchise location in Los Angeles County.
10 Plaintiff was employed by Defendants as a non-exempt Maintenance Clerk at Defendants' Culver
11 City location from approximately February 2023 to approximately April 9, 2024. Plaintiff's
12 primary job duties included sweeping, mopping, taking out the trash, and cleaning various areas
13 throughout the store, including bathrooms and the dining patio.

14 10. Throughout Plaintiff's employment with Defendants, Defendants maintained an
15 unlawful policy/practice that failed to pay Plaintiff and other non-exempt employees for all hours
16 worked, including all hours subject to the control of Defendants and/or suffered or permitted to
17 work. Specifically, Defendants' manager sent group text messages to Plaintiff and other non-
18 exempt employees before and after their scheduled shifts, including messages regarding work
19 schedules and instructions needed to complete their job duties. Since Defendants' manager
20 messaged Plaintiff and other non-exempt employees when they were off-the-clock with
21 information necessary to perform their job duties, Defendants were required to compensate
22 Plaintiff and other non-exempt employees for this time. As a result, Defendants required Plaintiff
23 and other non-exempt employees to perform work while off-the-clock, and Defendants failed to
24 compensate Plaintiff and other non-exempt employees for all minimum and overtime wages
25 owed.

26 11. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff and
27 other non-exempt employees with all legally compliant meal periods due to Defendants' unlawful
28 meal period policies/practices. Specifically, Defendants failed to provide Plaintiff and other non-

1 exempt employees with meal periods that are “net” 30 minutes in length, as required by law for
2 the same reasons discussed below pertaining to rest periods. Defendants provided meal periods
3 that were exactly 30-minutes in length and maintained a written policy that penalized employees
4 for “extended” lunches, which failed to account for the time it took Plaintiff and other non-exempt
5 employees to walk through Defendants’ facility from the timeclock location to and from the
6 breakroom, thereby shortening their purported meal periods to less than 30 minutes “net” in the
7 designated rest area away from the employee’s workstation. Defendants also failed to provide
8 Plaintiff and other non-exempt employees with an additional hour of premium pay for each
9 instance in which a meal period violation occurred, as required by Labor Code § 226.7.

10 12. Additionally, Defendants failed to authorize and permit Plaintiff and other non-
11 exempt employees to take a 10-minute, duty-free rest period for every 4 hours worked (or major
12 fraction thereof) due to Defendants’ unlawful rest period policies/practices. As with meal periods,
13 Defendants failed to authorize and permit Plaintiff and other non-exempt employees to take rest
14 periods for a full ten minutes of “net rest” in an area appropriate for rest away from the
15 workstation. Under California law, Defendants are required to authorize and permit a “net” rest
16 period of 10-minutes that begins when the employee reaches a rest area away from his or her
17 workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division
18 of Labor Standards Enforcement Manual (“DLSE Manual”) §45.3.3; *Vaquero v. Stoneledge*
19 *Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the
20 proposition that “the rest period begins when the employee reaches an area away from the
21 workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2
22 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all
23 duties and relinquish any control over how employees spend their break time”). Defendants only
24 authorized and permitted Plaintiff and other non-exempt employees to take rest periods of exactly
25 10 minutes in length, beginning the moment they left their workstation and requiring Plaintiff and
26 other non-exempt employees to return to their workstations by the completion of the 10-minutes.
27 Indeed, as also noted above, Defendants had a written policy that expressly penalized employees
28 for “extended” breaks. However, Plaintiff’s work station was two to three minutes away from the

1 designated break room, which Plaintiff and other non-exempt employees are required to traverse,
2 thereby shortening their purported rest periods to less than 10 minutes “net” in the designated rest
3 area away from the employee’s workstation. Defendants also failed to provide Plaintiff and other
4 non-exempt employees with an additional hour of premium pay for each workday in which a rest
5 period violation occurred, as required by Labor Code § 226.7.

6 13. Defendants also caused Plaintiff and other non-exempt employees to incur
7 necessary business expenses without providing appropriate reimbursement. Specifically, Plaintiff
8 and other non-exempt employees were required to use their personal cellphones to communicate
9 with supervisors and co-workers in a group chat about their work duties, including to set schedules
10 and receive work instructions. Despite these necessary business expenditures, Defendants failed
11 to reimburse Plaintiff and other non-exempt employees for a reasonable portion of their monthly
12 cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan’s Home Service,*
13 *Inc.* (2014) 228 Cal.App.4th 1137.

14 14. As a result of Defendants’ failure to accurately compensate Plaintiff and other non-
15 exempt employees for all minimum and overtime wages, and all meal and rest period premium
16 wages, Defendants maintained inaccurate payroll records, failed to issue accurate itemized wage
17 statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed
18 to Plaintiff and other non-exempt employees upon their respective separations from employment.
19 Furthermore, Defendants failed to timely pay Plaintiff her final wages until the close of the next
20 payroll cycle, in violation of Labor Code sections 201-203.

21 **CLASS ACTION ALLEGATIONS**

22 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
23 following Classes pursuant to § 382 of the Code of Civil Procedure:

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

28 ///

- 1 b. The Overtime Class consists of all of Defendants' current and former non-exempt
2 employees in California who worked more than 8.0 hours per day and/or 40.0
3 hours per week and were subject to Defendants' timekeeping policies and/or
4 practices, during the four years immediately preceding the filing of this action
5 through the present.
- 6 c. The Meal Period Class consists of all of Defendants' current and former non-
7 exempt employees in California who worked at least one shift in excess of 5.0
8 hours during the four years immediately preceding the filing of this action through
9 the present.
- 10 d. The Rest Period Class consists of all of Defendants' current and former non-
11 exempt employees in California who worked at least one shift in excess of 3.5
12 hours, during the four years immediately preceding the filing of this action through
13 the present.
- 14 e. The Reimbursement Class consists of all Defendants' current and former non-
15 exempt employees in California who were required to use their personal cellular
16 phone for work-related purposes without reimbursement, during the four years
17 immediately preceding the filing of this action through the present.
- 18 f. The Wage Statement Class consists of: all members of the Overtime Class,
19 Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received
20 a wage statement from Defendants during the one year immediately preceding the
21 filing of this action through the present.
- 22 g. The Waiting Time Class consists of all members of the Overtime Class, Minimum
23 Wage Class, Meal Period Class, and/or Rest Period Class, who separated their
24 employment with Defendants during the three years immediately preceding the
25 filing of this action through the present.

26 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
27 joinder of all members would be unfeasible and not practicable. The membership of the Classes
28 is unknown to Plaintiff 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.

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

- i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. 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;
- vi. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804;
- vii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- viii. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code sections 201-203.

18. **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

1 and/or practices applicable to each individual class member, such as Defendants' uniform
2 minimum and overtime wage policies/practices and meal and rest period policies/practices. As
3 such, common questions predominate over individual questions concerning each individual class
4 member's showing as to their eligibility for recovery or as to the amount of their damages.

5 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
6 Plaintiff was employed by Defendants as a non-exempt employee in California during the
7 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
8 herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime
9 wages owed, was not provided all required meal periods, was not authorized and permitted to take
10 all required rest periods, was not reimbursed for all necessary business expenses, did not receive
11 all accurate itemized wage statements, and was not timely paid all final wages owed at the time
12 of her separation from employment.

13 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
14 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
15 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
16 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
17 hour class actions in state and federal courts in the past and are committed to vigorously
18 prosecuting this action on behalf of the members of the Classes.

19 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
20 an important public interest in establishing minimum working conditions and standards in
21 California. These laws and labor standards protect the average working employee from
22 exploitation by employers who have the responsibility to follow the laws and who may seek to
23 take advantage of superior economic and bargaining power in setting onerous terms and
24 conditions of employment. The nature of this action and the format of laws available to Plaintiff
25 and members of the Classes make the class action format a particularly efficient and appropriate
26 procedure to redress the violations alleged herein. If each employee were required to file an
27 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
28 would be able to exploit and overwhelm the limited resources of each individual plaintiff with

1 their vastly superior financial and legal resources. Moreover, requiring each member of the
2 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
3 employees who would be disinclined to file an action against their former and/or current employer
4 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
5 employment. Further, the prosecution of separate actions by the individual class members, even
6 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
7 with respect to the individual class members against Defendants herein; and which would
8 establish potentially incompatible standards of conduct for Defendants; and/or legal
9 determinations with respect to individual class members which would, as a practical matter, be
10 dispositive of the interest of the other class members not parties to adjudications or which would
11 substantially impair or impede the ability of the class members to protect their interests. Further,
12 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses attending thereto.
14 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
15 Procedure.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 23. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
21 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
22 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
23 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
24 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
25 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
26 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the
27 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
28

1 subject to the control of Defendants and/or suffered or permitted to work under the California
2 Labor Code and Wage Order 7.

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

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

13 26. The foregoing policies/practices are unlawful and create an entitlement to recovery
14 by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of
15 minimum wages owing, including interest thereon, liquidated damages, statutory penalties, civil
16 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 558,
17 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 28. This of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198,
23 which provide that non-exempt employees are entitled to all overtime wages and compensation
24 for all overtime hours worked and provide a private right of action for the failure to pay all
25 overtime compensation for overtime work performed.

26 29. At all relevant times, Defendants were required to properly pay Plaintiff and
27 members of the Overtime Class for all overtime hours worked pursuant to California Labor Code
28 § 1194 and Wage Order 7. Wage Order 7, § 3(A) requires an employer to pay an employee "one

1 and one-half (1½) times such employee's regular rate of pay" for work in excess of 8 hours per
2 work day and/or in excess of 40 hours in a workweek. Labor Code § 510 and Wage Order 7, §
3 3(A) also require an employer to pay an employee double the employee's regular rate of work in
4 excess of 12 hours each workday and/or any work in excess of eight (8) hours on the seventh day
5 of the workweek.

6 30. As alleged herein, Defendants caused Plaintiff and the members of the Overtime
7 Class to work overtime and/or double-time hours but did not properly compensate Plaintiff and
8 the members of the Overtime Class at one and one-half times (or double-time, in the case of
9 double-time hours) their regular rate of pay for such hours.

10 31. The foregoing policies and practices are unlawful and create entitlement to
11 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
12 overtime premiums owing, including interest thereon, statutory and civil penalties, attorneys'
13 fees, and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198;
14 Wage Order 7; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

15 **THIRD CAUSE OF ACTION**

16 **MEAL PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 33. Wage Order 7, § 11 and Labor Code §§ 226.7, 512, and 558 establish the right of
20 employees to be provided with a duty-free meal period of not less than 30 minutes for a work
21 period in excess of five (5) hours, and a second duty-free meal period of not less than 30 minutes
22 for a work period in excess of ten (10) hours

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed in their affirmative obligation to provide all of their non-exempt employees in California,
25 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
26 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11, for the
27 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
28 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff

1 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
2 California Labor Code §§ 226.7 and 512.

3 35. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
5 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 7, and Code of Civil Procedure
6 § 1021.5.

7 **FOURTH CAUSE OF ACTION**

8 **REST PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 37. Wage Order 7, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
12 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
13 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
14 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
15 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
16 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
17 required by Labor Code § 226.7.

18 38. The foregoing violations create an entitlement to recovery by Plaintiff and
19 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
20 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
21 to Labor Code §§ 226.7, 516, and 558, Wage Order 7, and Code of Civil Procedure § 1021.5.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

24 **(AGAINST ALL DEFENDANTS)**

25 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
27 states that "an employer shall indemnify his or her employees for all necessary expenditures or
28

1 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
2 his or obedience to the directions of the employer.”

3 41. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
4 states that “any contract or agreement, express or implied, made by any employee to waive the
5 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
6 employee or his personal representative of any right or remedy to which he is entitled under the
7 laws of this State.”

8 42. As alleged herein, due to Defendants’ unlawful reimbursement practices,
9 Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for all
10 necessary business expenses incurred, including, among other things, a reasonable portion of
11 monthly personal cellular phone bills.

12 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor
13 Code sections 2802 and 2804, Plaintiff and members of the Reimbursement Class are entitled to
14 damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to
15 proof at trial, pursuant to Labor Code § 2802.

16 **SIXTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
22 and members of the Wage Statement Class with accurate and complete itemized wage statements
23 that complied with the requirements of Labor Code § 226(a).

24 46. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class
25 with compliant wage statements resulted in actual injury, as said failures led to, among other
26 things, the non-payment of all their minimum and overtime wages owed, meal period and rest
27 period premium wages, and deprived Plaintiff and members of the Wage Statement Class of the
28 information necessary to identify the discrepancies in Defendants’ reported data.

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

5 **SEVENTH CAUSE OF ACTION**

6 **WAITING TIME PENALTIES**

7 **(AGAINST ALL DEFENDANTS)**

8 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
10 an employer to pay all wages earned immediately at the time of separation of employment in the
11 event the employer discharges the employee, or if the employee provides at least 72 hours of
12 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
13 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
14 said employee's last date of employment.

15 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
17 at the time of their separation including, among other things, underpaid overtime and minimum
18 wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and
19 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants
20 continue to fail to pay members of the Waiting Time Class all earned wages at the end of
21 employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
22 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

23 51. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
24 Time Class all earned wages upon separation from employment results in a continued payment
25 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
26 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
27 plus reasonable attorneys' fees and costs of suit.

28 ///

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

53. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed, failing to pay all meal and rest period premium wages owed, failing to reimburse for all necessary business expenses incurred, failing to furnish accurate itemized wage statements, and failing to pay all final wages at the time of separation from employment.

54. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff, 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.

55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks 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.

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

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

///

///

1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 59. Defendants have committed several Labor Code violations against Plaintiff,
6 members of the Classes and other aggrieved employees. Plaintiff, an “aggrieved employee”
7 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
8 employees, brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
11 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
12 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
13 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
14 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
15 employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
16 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
17 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
18 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
19 subsequent violation per employee per pay period for those violations of the Labor Code for
20 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 21 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
22 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
23 1194.2, and 1197;
- 24 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime
25 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 26 c. Failing to provide Plaintiff and other aggrieved employees all legally required
27 meal periods, and failure to pay meal period premium wages to Plaintiff and
28

1 other aggrieved employees at their regular rate of pay, in violation of Labor
2 Code §§ 226.7, 512, and 558;

3 d. Failing to authorize and permit Plaintiff and other aggrieved employees to take
4 all lawful rest periods to which they are entitled, and failing to pay rest period
5 premium wages to Plaintiff and other aggrieved employees at their regular rate
6 of pay, in violation of Labor Code §§ 226.7, 516, and 558;

7 e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse
8 Plaintiff and other aggrieved employees for all work-related expenses
9 incurred;

10 f. Failing to furnish Plaintiff and other aggrieved employees with complete,
11 accurate, itemized wage statements, in violation of Labor Code § 226;

12 g. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final
13 wages due to Plaintiff and other aggrieved employees;

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

16 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
17 employees, in violation of Labor Code §§ 558 and 1174.

18 60. On January 28, 2025, Plaintiff notified Defendants via certified mail, and notified
19 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
20 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
21 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
22 California Labor Code identified in Paragraph 59 (a)-(i). Now that sixty-five days have passed
23 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
24 provided notice that it intends to investigate the violations, Plaintiff has exhausted her
25 administrative requirements for bringing a claim under the Private Attorneys General Act with
26 respect to these violations.

27 61. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
28 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ employees

1 who worked for Defendants in California at any time between January 28, 2024, and the present.

2 62. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect her interests and the interests of other aggrieved employees, and to assess and collect the
4 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
5 she is entitled to receive under California Labor Code § 2699(g).

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
8 this suit is brought against Defendants, as follows:

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiff as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 12 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
13 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,
14 1194.2, and 1197;
- 15 5. Upon the Second Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 17 6. Upon the Third Cause of Action, for compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 19 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
20 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 21 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
22 special damages according to proof pursuant to Labor Code sections 2802 and 2804;
- 23 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
24 226 *et seq.*;
- 25 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
26 to Labor Code §§ 201-203;
- 27 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
28 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or

practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, 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; and/or (5) \$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 Paragraph 59 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq.*, 2802, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

Dated: April 4, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Fletcher W. Schmidt
Attorneys for Plaintiff

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Dated: April 4, 2025

By:

Fletcher W. Schmidt
Attorneys for Plaintiff