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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

JULIAN VASQUEZ VEGA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 25CV000438

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 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 ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §§
2802, 2804);**
- (6) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (7) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*) and;**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Julian Vasquez Vega (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant Domaine Chandon, Inc., a Delaware corporation; and DOES 1
4 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 558,
9 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, and Industrial Welfare Commission
10 Wage Order 13 (“Wage Order 13”), in addition to seeking injunctive relief, declaratory relief, and
11 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
22 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
23 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
24 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
25 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
26 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
27 *seq.*, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
28 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, and Wage Order 13, which sets employment

standards for industries preparing agricultural products for market, including wineries.

4. Plaintiff is informed and believes, and based thereon alleges, that during the during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants did (and continue to do) business by growing grapes and producing wine and employed Plaintiff and other, similarly-situated non-exempt employees within Napa County, and the State of California and, therefore, were (and are) doing business in Napa County and the State of California.

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

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

7. At all relevant times, 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.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Defendants operate a winery in Napa County. Plaintiff was employed by
4 Defendants in the non-exempt job positions of “Cellar Worker II” or “Cellar Hand” (or similarly
5 titled position) from approximately April 2024 to July 2024.

6 10. During his employment with Defendants, and upon information and belief,
7 Plaintiff alleges that Defendants failed to pay Plaintiff and other non-exempt employees for all
8 hours worked. Specifically, Defendants required Plaintiff and other non-exempt employees to
9 work through their purported breaks while off-the-clock, resulting in Plaintiff and other non-
10 exempt employees not being paid for all their hours actually worked. As a result, Plaintiff alleges
11 that Defendants failed to pay Plaintiff and other non-exempt employees for all minimum and
12 overtime wages that they are owed.

13 11. In addition, Defendants’ meal period policies/practices failed to provide Plaintiff
14 and other non-exempt employees with all legally compliant meal periods because they failed to
15 provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-
16 minute meal period commencing before the end of the fifth hour of work, and/or a second 30-
17 minute meal period for shifts of over 10.0 hours. Specifically, upon information and belief,
18 Plaintiff’s and other non-exempt employees’ meal periods were frequently “late” (i.e., starting
19 after the completion of the fifth hour of work), because Defendants’ work demands frequently
20 prevented them from taking a meal period until well after the completion of the fifth hour of work.
21 Additionally, upon information and belief, Plaintiff’s and other non-exempt employees’ meal
22 periods were often “short” because they were frequently interrupted by work demands prior to
23 the conclusion of their 30-minute meal periods. Further, Defendants’ meal period
24 policies/practices failed to provide Plaintiff and other non-exempt employees with a second 30-
25 minute meal period on occasions where they worked over 10.0 hours in a workday. Defendants
26 failed to always compensate Plaintiff with the required meal period premium for each workday
27 in which he experienced a meal period violation as mandated by Labor Code § 226.7.

28 12. On those occasions when Plaintiff and other non-exempt employees were not

provided with all legally required meal periods to which they were entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with the proper meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7, calculated at the regular rate of pay. Instead of using the weighted average rate of pay for the purposes of calculating meal period premiums, Defendants paid meal period premiums at the lowest of the different hourly rates, resulting in meal period premiums paid at below the regular rate of pay.

13. Plaintiff and other non-exempt employees were also not authorized and permitted to take all required and legally compliant rest periods due to Defendants' rest period policies/practices. Specifically, Plaintiff was not always authorized and permitted to take all legally compliant rest periods of a net ten minutes. Upon information and belief, Plaintiff and other non-exempt employees were required to work through their 10-minute rest period due to the demand of their job responsibilities. As a result, Defendants failed to relinquish control over Plaintiff and other non-exempt employees during their rest periods and dictated how they spent at least a portion of their 10-minute rest period, and therefore failed to authorize and permit 10 minutes of "net rest time." On those occasions when Plaintiff was not provided with all legally required and compliant rest periods to which he was entitled, Defendants failed to always compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

14. During Plaintiff's employment with Defendants, Defendants also failed to properly calculate the regular rate of pay when calculating their employees' sick time pay, thus providing Plaintiff and other non-exempt employees with sick time pay at below the regular rate of pay, in violation of California law.

15. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to communicate with supervisors. Despite requiring Plaintiff and other non-exempt employees to use their personal cell phones, Defendants did not adequately reimburse Plaintiff and other non-exempt employees for these expenses.

1 16. As a result of Defendants' failure to pay all minimum and overtime wages, and
2 failure to pay all meal and rest period premium wages, and sick time pay at the correct regular
3 rate of pay, Defendants maintained inaccurate payroll records and issued inaccurate wage
4 statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed
5 to Plaintiff and other non-exempt employees upon their respective separations from employment.

6 **CLASS ACTION ALLEGATIONS**

7 17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
8 following Classes pursuant to § 382 of the Code of Civil Procedure:

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

13 b. The Overtime Class consists of all of Defendants' current and former non-exempt
14 employees in California who worked more than 8 hours in a workday and/or more
15 than 40 hours in a workweek and: (i) were subject to Defendants' timekeeping
16 practices; and/or (ii) worked more than 40 hours in a workweek and were not paid
17 overtime wages for such time worked, during the four years immediately
18 preceding the filing of this action through the present.

19 c. The Meal Period Class consists of all of Defendants' current and former non-
20 exempt employees in California who: (i) worked at least one shift in excess of 5.0
21 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time
22 during the four years immediately preceding the filing of this action to the present.

23 d. The Rest Period Class consists of all Defendants' current and former non-exempt
24 employees in California who worked a shift in excess of 3.5 hours, during the four
25 years immediately preceding the filing of this action to the present.

26 e. The Employee Expense Class consists of all of Defendants' current and former
27 employees who were not adequately reimbursed for reasonable and necessary
28 expenditures in connection with their employment with Defendants, during the

four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing of this action through the present.

g. The Waiting Time Class consists of: (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class and/or Rest Period Class; and/or (ii) all of Defendants' non-exempt employees who earned Incentive Pay and received sick pay wages during the corresponding time period, who separated their employment from Defendants during the three years immediately preceding the filing of this action through the present.

h. The Sick Pay Class consists of all of Defendants' current and former non-exempt employees in California who received sick pay during the corresponding time period, during the four years immediately preceding the filing of this action through the present.

18. **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 and Subclasses are 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.

19. **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 employees, which predominate over questions affecting only individual members including, without limitation to:

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

ii. Whether Defendants provided all legally compliant meal periods to members of

- 1 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 2 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
- 3 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 4 iv. Whether Defendants correctly paid meal period premium payments for non-
- 5 compliant meal periods pursuant to Labor Code § 226.7;
- 6 v. Whether Defendants authorized and permitted legally compliant rest periods to
- 7 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 8 vi. Whether Defendants' policies and/or practices for the timing and amount of
- 9 payment of final wages to members of the Waiting Time Class at the time of
- 10 separation from employment were unlawful;
- 11 vii. Failing to pay Plaintiffs and other aggrieved employees sick time pay at their
- 12 respective regular rates of compensation in violation of Labor Code § 246;
- 13 viii. Whether Defendants' policies and/or practices regarding business expenditures
- 14 resulted in the failure to properly reimburse members of the Employee Expense
- 15 Class; and
- 16 ix. Whether Defendants furnished legally compliant wage statements to members of
- 17 the Wage Statement Class pursuant to Labor Code § 226.

18 **20. Predominance of Common Questions:** Common questions of law and fact

19 predominate over questions that affect only individual members of the Classes. The common

20 questions of law set forth above are numerous and substantial and stem from Defendants' policies

21 and/or practices applicable to each individual class member, including but not limited to

22 Defendants' failure to implement a lawful meal and rest period policies, and/or failure to provide

23 accurate wage statements. As such, the common questions predominate over individual questions

24 concerning each individual class member's showing as to their eligibility for recovery or as to the

25 amount of their damages.

26 **21. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

27 Plaintiff was employed by Defendants as a non-exempt employee in California during the

28 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged

herein, Plaintiff, like the members of the Classes, was not properly paid all minimum and overtime wages owed, was not provided all required meal periods, was not authorized and permitted all rest periods, was not reimbursed for all necessary business expenses, did not receive all accurate itemized wage statements, was not paid all sick pay wages owed, and was not paid all final wages owed at the time of his separation from employment.

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

23. **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 Plaintiff 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 Class(es) 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 damages 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

1 establish potentially incompatible standards of conduct for Defendants; and/or legal
2 determinations with respect to individual class members which would, as a practical matter, be
3 dispositive of the interest of the other class members not parties to adjudications or which would
4 substantially impair or impede the ability of the class members to protect their interests. Further,
5 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.
7 As such, the Classes identified in Paragraph 17 are maintainable as classes under § 382 of the
8 Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **MINIMUM WAGE VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

13 25. Wage Order 13, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
14 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
15 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
16 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
17 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
18 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
19 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
20 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
21 subject to the control of Defendants and/or suffered or permitted to work under the California
22 Labor Code and Wage Order 13.

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

28 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and

1 members of the Minimum Wage Class seek penalties pursuant to Wage Order 13 § 20(A) and
2 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
3 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
4 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
5 and/or penalties pursuant to California Labor Code § 558(a).

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY ALL OVERTIME WAGES**

8 **(AGAINST ALL DEFENDANTS)**

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

10 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
11 1198, which provide that non-exempt employees are entitled to all overtime wages and
12 compensation for all overtime hours worked and provide a private right of action for the failure
13 to pay all overtime compensation for overtime work performed.

14 30. At all times relevant herein, Defendants were required to properly compensate
15 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
16 hours worked pursuant to California Labor Code § 1194 and Wage Order 13. Wage Order 13, §
17 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
18 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a
19 workweek. Defendants caused Plaintiff and members of the Overtime Class to work overtime
20 hours, but failed to credit these employees with all overtime hours actually worked.

21 31. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
23 overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
24 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, and
25 1198; Civil Code §§ 3287 and 3289, and Code of Civil Procedure § 1021.5.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 13, § 11. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of compensation, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512.

12 34. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
14 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 13, and Civil Code §§ 3287(b) and 3289.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

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

26 37. Defendants' policies and practices described herein are unlawful and create an
27 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
28 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,

civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 13, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

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

39. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to maintain and clean their uniforms for business purposes but failed to provide adequate reimbursement.

40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."

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

42. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 13, § 9, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

43. Plaintiff and members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

44. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

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1 **SEVENTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with complete and accurate itemized wage statements
8 in violation of Labor Code § 226 *et seq.*

9 47. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
10 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
11 them of the information necessary to identify the discrepancies in Defendants' reported data, and
12 deprived them of the information required to be included under Labor Code § 226(a).

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

17 **EIGHTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(AGAINST ALL DEFENDANTS)**

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

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

27 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them

1 at the time of their separation, which includes, among other things, underpaid minimum wages,
2 underpaid overtime wages, meal period premium wages, rest period premium wages, and
3 underpaid sick pay wages. Further, Plaintiffs are informed and believe, and based thereon allege,
4 that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the
5 Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
6 Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning
7 of Labor Code § 203.

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

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

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

17 54. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
19 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
20 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
21 provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are
22 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
23 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
24 failing to pay them rest period premiums payments; (e) failing to provide adequate reimbursement
25 for all reasonable and necessary business expenditures; (f) knowingly failing to furnish Plaintiff
26 and the Wage Statement Class with all accurate and complete, itemized wage statements in
27 violation of Labor Code § 226; and (g) failing to pay Plaintiff and the Waiting Class Class for all
28 wages due at the time of separation from employment.

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

6 56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
7 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
8 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
9 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

10 57. The acts complained of herein occurred within the last four years immediately
11 preceding the filing of the Complaint in this action.

12 58. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
14 of Defendants' current non-exempt employees, and to enforce important rights affecting the
15 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
16 which he is entitled to recover under Code of Civil Procedure § 1021.5.

17 **NINTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

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

21 60. Defendants have committed several Labor Code violations against Plaintiff,
22 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
23 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
24 employees, brings this representative action against Defendants to recover the civil penalties due
25 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
28 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each

1 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
2 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
3 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
4 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
5 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
6 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent
7 violation per employee per pay period for those violations of the Labor Code for which no civil
8 penalty is specifically provided, based on the following Labor Code violations:

- 9 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
10 Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12,
11 1194, 1194.2, 1197, and 1198;
- 12 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
13 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
14 and 1198;
- 15 c. Failing to provide all legally required meal periods, and failure to pay meal period
16 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees
17 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558,
18 and 1198;
- 19 d. Failing to authorize and permit all legally required rest periods, and failure to pay
20 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
21 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
22 516, 558, and 1198;
- 23 e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
24 employees for all necessary work expenses incurred in violation of Labor Code §§
25 2802 and 2804;
- 26 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
27 employees with complete, accurate, itemized wage statements in violation of Labor
28 Code § 226;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the 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 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 60 (a)-(j);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and 2802(c) and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

Dated: May 5, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: May 5, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff