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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

APR 21 2025

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SANDRA TRUJILLO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DAV, INC., a California Corporation, d.b.a
VALLEY HI HONDA; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. CIVVS2500886

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

- (1) **MINIMUM WAGE VIOLATIONS**
(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);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516);
- (5) **FAILURE TO REIMBURSE FOR
ALL NECESSARY BUSINESS
EXPENDITURES** (LABOR CODE
§§ 2802, 2804);
- (6) **WAGE STATEMENT PENALTIES**
(LABOR CODE §§ 226 *et seq.*);
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT** (LABOR
CODE § 2698 *et seq.*).

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Sandra Trujillo (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants DAV, Inc., a California Corporation, d.b.a. Valley Hi Honda; and DOES 1 to
4 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself 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 §§ 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
9 1197, 1198, 2698 *et seq.*, 2802, and 2804, and Industrial Welfare Commission Wage Order 4
10 (“Wage Order 4”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

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

2698 *et seq.*, 2802, and 2804, and Wage Order 4, which sets employment standards for Professional, Technical, Clerical, Mechanical and Similar Occupations.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in the business of operating various automobile dealerships throughout the County of San Bernardino and the State of California, and employed Plaintiff and other, similarly-situated non-exempt employees within the County of San Bernardino, and the State of California and, therefore, were (and are) doing business in County of San Bernardino 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 15) 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

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff has worked for Defendants since approximately July 2022 in the position
6 of “Finance Manager”. Her principal duties consisted of finalizing sales-related paperwork and
7 selling additional services to clients such as warranties, safety plans, and vehicle upgrades.

8 10. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt
9 employees were in most workweeks, paid on a commission and/or piece-rate basis, where for
10 example, they were paid a commission per vehicle sold, deal financed, etc. Plaintiff and other
11 non-exempt employees recorded their actual hours worked; however, they were only paid an
12 hourly minimum wage if their earned commissions/piece-rate earnings did not exceed their
13 minimum wages in a pay period. While paid on a commission basis, Plaintiff and other non-
14 exempt employees were not properly separately compensated for time spent working on tasks
15 which were not compensated on a commission basis, including for example, hours spent waiting
16 for customers and attending meetings (i.e., non-productive time). As a result, Plaintiff and other
17 non-exempt employees were not paid at least the minimum wage for all regular time hours worked,
18 and were not paid an overtime rate of pay for all overtime hours worked.

19 11. While working on a commission/piece-rate basis, Plaintiff and other non-exempt
20 employees worked shifts in excess of 3.5 hours, and were never provided with a paid rest period
21 for every 4-hour period worked, or major fraction thereof, because Defendants’ compensation plan
22 failed to separately compensate Plaintiff and other non-exempt employees for required rest
23 periods. See *Vaquero v. Stoneledge Furniture LLC*, 9 Cal. App. 5th 98 (2017); *Bluford v. Safeway*
24 *Inc.*, 216 Cal.App.4th 864 (2013) (“There is no dispute that Safeway’s activity-based
25 compensation system did not separately compensate drivers for their rest periods.”). As a result,
26 Plaintiff and other non-exempt employees were not provided with compensated rest periods as
27 required by Industrial Welfare Commission Wage Order 4 § 12(A).

28 12. In addition, Plaintiff and other non-exempt employees were not provided with all

required meal periods due to Defendants' meal period policies/practices which fail to provide a second meal period for shifts over 10.0 hours. Due to the nature of her work, Plaintiff was often required to work through her meal periods or to begin her meal periods after the fifth hour of work because she had to assist clients at those times. Moreover, Defendants failed to pay Plaintiff and other non-exempt employees meal premium payments when employees experienced meal period violations, as required by Labor Code § 226.7.

13. 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 co-workers and management. Despite requiring Plaintiff and other non-exempt employees to use their personal cell phones for work-related purposes, Defendants did not reimburse Plaintiff and other employees for their cellular phone expenses.

14. As a result of Defendants' failure to pay all minimum wages and meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Plaintiff brings this action on behalf of herself and all non-exempt employees who worked for Defendants during the four years immediately preceding the filing of this action through the present, pursuant to § 382 of the Code of Civil Procedure.

16. **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 fifty (50) 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 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 class members for all hours actually worked;
- ii. Whether Defendants properly paid all overtime wages to all class members;
- iii. Whether Defendants provided all legally compliant meal periods to class members pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to class members pursuant to Labor Code §§ 226.7 and 516;

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 and/or practices applicable to each individual class member, including but not limited to Defendants' timekeeping policies/practices, and meal and rest period policies/practices. As such, the 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.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the 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 paid all minimum and overtime wages owed due to Defendants' timekeeping policies/practices, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, was not reimbursed for all necessary business expenditures, was not provided with accurate, compliant, itemized wage statements, and was not paid all wages owed at her time of separation from employment.

20. **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

1 prosecuting this action on behalf of the members of the Classes.

2 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiff
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes identified in Paragraph 17 are maintainable as classes under § 382 of the
26 Code of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

20 25. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
21 members of the Minimum Wage Class seek penalties pursuant to Wage Order 4 § 20(a) and
22 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
23 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
24 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
25 and/or penalties pursuant to California Labor Code § 558(a).

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1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. 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 4, § 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 32. 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 4, and Civil Code §§ 3287(b) and 3289.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 34. Wage Order 4, § 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 35. 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 4, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

**FAILURE TO REIMBURSE FOR ALL NECESSARY BUSINESS EXPENDITURES
(AGAINST ALL DEFENDANTS)**

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

37. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees 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 her obedience to the directions of the employer."

38. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that "any 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."

39. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular phones for work purposes and failing to compensate employees, Defendants have violated Labor Code § 2802.

40. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages in sums, which will be shown according to proof.

41. 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.

42. 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 initial necessary expenditure.

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1 **SIXTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 44. 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 accurate and complete, itemized wage statements
8 that included, among other requirements, all hours worked, total gross wages earned, all rates of
9 pay and corresponding number of hours worked, total net wages earned, and the correct name and
10 address of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

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

24 48. Defendants have engaged and continue to engage in unfair and/or unlawful
25 business practices in California in violation of California Business and Professions Code § 17200
26 *et seq.*, by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum
27 wages owed; (b) failing to pay Plaintiff and members of the Overtime Class all overtime wages
28 owed; (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods

1 to which they are entitled, and failing to pay them meal period premium payments; (d) failing to
2 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they
3 are entitled, and failing to pay them rest period premium payments; (e) failing to reimburse the
4 Employee expense Class for all necessary business expenditures; (f) failing to issue accurate and
5 itemized wage statements to the Wage Statement Class; and (h) failing to pay the Waiting Time
6 Class all final wages at the time of separation from employment.

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

12 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
13 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
14 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
15 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

16 51. The acts complained of herein occurred within the last four years immediately
17 preceding the filing of the Complaint in this action.

18 52. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
20 of Defendants' current non-exempt employees, and to enforce important rights affecting the
21 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
22 which she is entitled to recover under Code of Civil Procedure § 1021.5.

23 **SEVENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

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

27 54. Defendants have committed several Labor Code violations against Plaintiff,
28 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"

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

- 15 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
16 Wage Class, and other aggrieved employees in violation of Labor Code §§
17 1182.12, 1194, 1194.2, and 1197;
- 18 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
19 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
20 and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal period
22 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
23 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
24 512, and 1198;
- 25 d. Failing to authorize and permit all legally required rest periods, and failure to pay
26 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
27 employees at the regular rate of compensation in violation of Labor Code §§ 226.2,
28 226.7, 516, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved

employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

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

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

h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

55. On February 12, 2025, Plaintiff 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 Plaintiff’s 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 Paragraph 54 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

56. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

- 1 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 2 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
3 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
4 1197;
- 5 5. Upon the Second Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 7 6. Upon the Third Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 9 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
10 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 11 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
12 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 13 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
14 226 *et seq.*;
- 15 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
18 *seq.*;
- 19 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
20 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
21 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
22 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
23 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
24 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
25 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
26 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
27 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
28 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each

1 initial violation and \$200 for each subsequent violation per employee per pay period for those
2 violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor
3 Code violations identified in Paragraph 54 (a)-(h);

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

6 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

9
10 Dated: April 21, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

11
12 By:



13 Paul K. Haines
14 Attorneys for Plaintiff

15 **DEMAND FOR JURY TRIAL**

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

17
18 Dated: April 21, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

19
20 By:



21 Paul K. Haines
22 Attorneys for Plaintiff
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