

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

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
08/18/2025
By: Vanessa Ambriz-Minguela,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

RONALD GUEVARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MENDO AUTOMOTIVE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: VCU319358

**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**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

Plaintiff Ronald Guevara (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint against Mendo Automotive, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION

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

VENUE

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

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 the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money

and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 9, which sets employment standards for the transportation industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this action and continuing to the present, Defendants did (and continue to do) business within Tulare County and the State of California by operating a commercial truck repair business located in Tulare County, and therefore, were (and are) doing business in Tulare 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 further 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 herein) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

///

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

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Defendants operate a commercial truck repair business located in Visalia. Plaintiff
8 was employed by Defendants as a non-exempt Auto Technician from approximately May or June
9 2024 to February 2025. Plaintiff's primary job duties included performing various mechanical
10 repairs, such as repairing truck starters and fixing alignment issues, as well as providing general
11 maintenance services, including on diesel trucks. Unless otherwise specified, each of the
12 allegations herein occurred during Plaintiff's employment with Defendants.

13 10. Defendants maintained an unlawful policy/practice that failed to pay Plaintiff and
14 other non-exempt employees for all hours worked, including all hours subject to the control of
15 Defendants and/or suffered or permitted to work. Specifically, Defendants maintained an
16 unlawful timekeeping policy/practice that time-shaved Plaintiff's and other non-exempt
17 employees' hours, such that Plaintiff and other non-exempt employees were not compensated for
18 all hours actually worked. This unlawful time shaving policy/practice utilized by Defendants
19 resulted in Plaintiff and other non-exempt employees being routinely underpaid for their time
20 worked. Furthermore, Defendants required Plaintiff and other non-exempt employees to clock out
21 for their meal periods but often also required them to continue working off-the-clock during said
22 meal periods without compensation. As a result of Defendants' unlawful timekeeping
23 policies/practices, Plaintiff and other non-exempt employees were not paid for all hours worked
24 and are owed additional minimum and overtime wages.

25 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
26 legally compliant meal periods due to Defendants' unlawful meal period policies/practices that
27 result in meal periods that were less than 30 minutes in length, were not duty free, and/or did not
28 commence until after the completion of the fifth hour of work, and Defendants' failed to provide

1 **any** second duty-free, 30-minute meal periods when Plaintiff and other non-exempt employees
2 worked shifts in excess of 10.0 hours. Specifically, Defendants regularly required Plaintiff and
3 other non-exempt employees to clock out for their purported meal periods but also required them
4 to continue working during said meal periods due to work demands. Additionally, Defendants
5 regularly provided meal periods after the conclusion of the fifth hour of work, resulting in
6 untimely meal periods. Moreover, Defendants failed to provide Plaintiff and other non-exempt
7 employees with **any** second, legally-compliant 30-minute meal periods when they worked shifts
8 in excess of 10 hours. Additionally, Plaintiff and other non-exempt employees were occasionally
9 required to perform off-site work testing vehicles and were not provided any meal periods at all
10 during these shifts, even when working in excess of 5.0 hours. Furthermore, Defendants required
11 Plaintiff and other non-exempt employees to keep their personal cell phones on at all times and
12 to respond to any incoming calls and text messages at all times, including during purported meal
13 periods. These calls were business-related and included matters such as communicating work
14 assignments to Plaintiff and other non-exempt employees. On occasions when Plaintiff and other
15 non-exempt employees were not provided with all lawful meal periods to which they were
16 entitled, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of
17 premium pay at their respective regular rates of pay for each workday in which a meal period
18 violation occurred, as required by Labor Code section 226.7. Upon information and belief,
19 Defendants failed to maintain pay codes for the payment of meal period premium payments as
20 required by Labor Code section 226.7.

21 12. Additionally, Defendants failed to authorize and permit Plaintiff and other non-
22 exempt employees to take **any** duty free, 10-minute rest periods at all, in violation of California
23 law. Furthermore, Defendants required Plaintiff and other non-exempt employees to keep their
24 personal cell phones on at all times and to respond to any incoming calls and text messages at all
25 times, and therefore, even if Defendants had authorized and permitted 10-minute rest periods,
26 which Plaintiff alleges they did not, such purported rest periods would still be unlawful as this
27 policy/practice fails to relinquish all control over how Plaintiff and other non-exempt employees
28 spend their rest periods, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th

257. Additionally, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code section 226.7.

13. Defendants also caused Plaintiff and other non-exempt employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, for a portion of the relevant time period, Plaintiff and other non-exempt employees were required to use their personal cellphones to communicate with their managers regarding work assignments, including scheduled repairs, emergency repairs, and necessary tools and parts, as well as to send photos of vehicles in the shop. Additionally, Plaintiff and other non-exempt employees were also required to purchase their own tools in order to perform their work duties. Despite these necessary business expenditures, Defendants failed to reimburse Plaintiff and other non-exempt employees for the cost of purchased tools or for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

14. As a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records, failed to issue accurate itemized wage statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their respective separations from employment.

CLASS ACTION ALLEGATIONS

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

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

- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked: (i) at least one shift in excess of 5.0 hours without being provided a meal period of at least 30-minutes commencing before the end of the fifth hour of work, and/or (ii) at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- e. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were required to use their personal cellular phone and/or tools for work-related purposes without reimbursement, during the four years immediately preceding the filing of this action through the present.
- f. The Wage Statement Class consists of: all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.
- g. The Waiting Time Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, who separated their employment with Defendants during the three years immediately preceding the filing of this action through the present.

///

1 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes
3 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
4 number greater than fifty (50) individuals. The identity of such membership is readily
5 ascertainable via inspection of Defendants' employment records.

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

- 10 i. Whether Defendants paid all minimum wages owed to members of the Minimum
11 Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2
12 and 1197;
- 13 ii. Whether Defendants lawfully paid premium wages for all overtime hours worked
14 to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194
15 and 1198;
- 16 iii. Whether Defendants provided all legally compliant meal periods to members of
17 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 18 iv. Whether Defendants authorized and permitted all lawful rest periods to members
19 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 20 v. Whether Defendants correctly paid meal and/or rest period premium payments for
21 non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;
- 22 vi. Whether Defendants failed to reimburse members of the Reimbursement Class for
23 all necessary business expenses incurred pursuant to Labor Code sections 2802
24 and 2804;
- 25 vii. Whether Defendants furnished legally compliant wage statements to members of
26 the Wage Statement Class pursuant to Labor Code § 226; and
- 27 viii. Whether Defendants paid all wages/compensation due upon separation to
28 members of the Waiting Time Class pursuant to Labor Code sections 201-203.

1 18. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' uniform
5 minimum and overtime wage policies/practices, meal and rest period policies/practices, and
6 expense reimbursement policies/practices. As such, common questions predominate over
7 individual questions concerning each individual class member's showing as to their eligibility for
8 recovery or as to the amount of their damages.

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

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

23 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
24 an important public interest in establishing minimum working conditions and standards in
25 California. These laws and labor standards protect the average working employee from
26 exploitation by employers who have the responsibility to follow the laws and who may seek to
27 take advantage of superior economic and bargaining power in setting onerous terms and
28 conditions of employment. The nature of this action and the format of laws available to Plaintiff

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

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 23. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
25 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
26 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
27 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
28 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid

1 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
2 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the
3 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
4 subject to the control of Defendants and/or suffered or permitted to work under the California
5 Labor Code and Wage Order 9.

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

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

16 26. The foregoing policies/practices are unlawful and create an entitlement to recovery
17 by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of
18 minimum wages owing, including interest thereon, liquidated damages, statutory penalties, civil
19 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 558,
20 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY ALL OVERTIME WAGES**

23 **(AGAINST ALL DEFENDANTS)**

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

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

29. At all relevant times, Defendants were required to properly pay Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3(A) requires an employer to pay an employee “one and one-half (1½) times such employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours in a workweek. Labor Code § 510 and Wage Order 9, § 3(A) also require an employer to pay an employee double the employee’s regular rate of work in excess of 12 hours each workday and/or any work in excess of eight (8) hours on the seventh day of the workweek.

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

31. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory and civil penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198; Wage Order 9; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

33. Wage Order 9, § 11 and Labor Code §§ 226.7, 512, and 558 establish the right of employees to be provided with a duty-free meal period of not less than 30 minutes for a work period in excess of five (5) hours, and a second duty-free meal period of not less than 30 minutes for a work period in excess of ten (10) hours

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods

1 in accordance with the mandates of the California Labor Code and Wage Order 9, § 11, for the
2 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
3 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
4 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
5 California Labor Code §§ 226.7 and 512.

6 35. As a result, Defendants are responsible for paying premium compensation for meal
7 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
8 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, and Code of Civil Procedure
9 § 1021.5.

10 **FOURTH CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

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

14 37. Wage Order 9, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
15 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
16 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
17 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
18 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
19 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
20 required by Labor Code § 226.7.

21 38. The foregoing violations create an entitlement to recovery by Plaintiff and
22 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
23 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
24 to Labor Code §§ 226.7, 516, and 558, Wage Order 9, and Code of Civil Procedure § 1021.5.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

27 **(AGAINST ALL DEFENDANTS)**

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

40. 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 obedience to the directions of the employer.”

41. 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.”

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

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

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with compliant wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages owed, meal period and rest

1 period premium wages, and deprived Plaintiff and members of the Wage Statement Class of the
2 information necessary to identify the discrepancies in Defendants' reported data.

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

7 **SEVENTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

25 51. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
26 Time Class all earned wages upon separation from employment results in a continued payment
27 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
28

1 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
2 plus reasonable attorneys' fees and costs of suit.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

59. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee 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 following Labor Code violations:

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

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. Failing to reimburse Plaintiff and other aggrieved employees for all work-
8 related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 9 f. Failing to furnish Plaintiff and other aggrieved employees with complete,
10 accurate, itemized wage statements, in violation of Labor Code § 226;
- 11 g. Failing to timely pay all final wages due to Plaintiff and other aggrieved
12 employees, in violation of Labor Code §§ 201-203;
- 13 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
14 twice during each calendar month, in violation of Labor Code § 204; and
- 15 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
16 employees, in violation of Labor Code §§ 558 and 1174.

17
18 60. On March 17, 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).

23 61. On or about May 16, 2025, the LWDA notified Plaintiff through his counsel that
24 it intended to investigate and would commence an investigation of Defendants, owners, directors,
25 officers, managing agents and other persons acting on behalf of either of them.

26 62. On or about July 21, 2025, the LWDA notified Plaintiff through his counsel that
27 it was ending its investigation into the alleged violations identified herein, and that Plaintiff may
28 commence a civil action under the Private Attorneys General Act with respect to these violations.

63. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' employees who worked for Defendants in California at any time between March 17, 2024, and the present.

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself 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;
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 owed according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 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 sections 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;

1 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of California Business and Professions Code
4 § 17200 *et seq.*;

5 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
6 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
7 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
8 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
9 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
10 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
11 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
12 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
13 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
14 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
15 each initial violation and \$200 for each subsequent violation per employee per pay period for
16 those violations of the Labor Code for which no civil penalty is specifically provided, based on
17 the Labor Code violations identified in Paragraph 59 (a)-(i);

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

20 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
21 §§ 218.5, 226, 1194 *et seq.*, 2802, 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

23
24 Dated: August 18, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

25 By:



26 Fletcher W. Schmidt
27 Attorneys for Plaintiff
28

DEMAND FOR JURY TRIAL

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

Dated: August 18, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Fletcher W. Schmidt
Attorneys for Plaintiff