

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

FILED
Superior Court of California
County of Los Angeles

05/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

SANTA CLARITA VALLEY COMMITTEE
ON AGING CORPORATION, dba SCV
SENIOR CENTER, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25STCV06096

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

- (1) FAILURE TO PAY ALL MINIMUM
WAGES (LABOR CODE §§ 1182.12,
1194, 1194.2, 1197);**
- (2) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE §§ 2802, 2804);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Vasquez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against SANTA
3 CLARITA VALLEY COMMITTEE ON AGING CORPORATION, dba SCV SENIOR
4 CENTER, a California nonprofit corporation, and DOES 1 to 100, inclusive (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages and penalties under California Labor Code §§ 226 *et seq.*,
9 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 2802, 2804, and 2698 *et seq.*, California Business
10 and Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order 5 (“Wage
11 Order 5”), in addition to seeking declaratory relief and restitution. This action is brought pursuant
12 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
13 violations of the California Labor Code because the amount in controversy exceeds this Court’s
14 jurisdictional minimum.

15 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et seq.*,

226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 2802, 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 5, which sets employment standards for the public housekeeping 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 the County of Los Angeles and the State of California by operating a senior center and dining sites and providing additional services for seniors with disabilities, and therefore, were (and are) doing business in the County of Los Angeles 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.

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 (as defined herein).

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate a senior center and dining sites and providing additional
6 services for seniors with disabilities in Los Angeles County. Plaintiff has been employed by
7 Defendants as a non-exempt Home Delivered Meals Driver / Packer at Defendants' Lancaster
8 location since approximately November 2021 through the present. Plaintiff's primary job duties
9 include packing and serving meals, loading delivery trucks with hot and frozen meals, driving to
10 individual homes to distribute these meals, and performing wellness checks.

11 10. Throughout Plaintiff's employment with Defendants, Defendants maintained an
12 unlawful policy/practice that failed to pay Plaintiff and other non-exempt employees for all hours
13 worked, including all hours subject to the control of Defendants and/or suffered or permitted to
14 work. Specifically, Defendants required Plaintiff and other non-exempt employees to clock out
15 for their meal periods before the end of their fifth hour of work but to continue working and
16 making deliveries while off the clock. Since Defendants required Plaintiff and other non-exempt
17 employees to perform work while off-the-clock, Defendants were required to compensate
18 Plaintiff and other non-exempt employees for this time. As a result, Defendants failed to
19 compensate Plaintiff and other non-exempt employees for all minimum wages owed.

20 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
21 all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that
22 failed to provide timely, uninterrupted, and/or duty-free 30-minute meal periods before the end
23 of the fifth hour of work. As stated, Defendants often required Plaintiff and other non-exempt
24 employees to clock out for their meal periods but to continue working and making deliveries
25 during these purported meal periods. In addition, Defendants required Plaintiff to keep their
26 personal cell phones on at all times and to respond to any incoming calls at all times, including
27 during purported meal periods. These calls were business-related and included matters such as
28 making changes to delivery routes and communicating other work assignments to Plaintiff and

1 other non-exempt employees. This policy fails to relinquish all control over how Plaintiff and
2 other non-exempt employees spend their meal periods, in violation of California law. On
3 occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal
4 periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt
5 employees an additional hour of premium pay at their respective regular rates of pay for each
6 workday in which a meal period violation occurred, as required by Labor Code section 226.7.
7 Upon information and belief, Defendants failed to maintain pay codes for the payment of meal
8 period premium payments as required by Labor Code section 226.7.

9 12. Additionally, Defendants failed to authorize and permit Plaintiff and other non-
10 exempt employees to take a 10-minute, duty-free rest period for every 4 hours worked (or major
11 fraction thereof) due to Defendants' unlawful rest period policies/practices. In fact, Defendants
12 did not authorize and permit Plaintiff and other non-exempt employees to take *any* rest periods,
13 in violation of California law. In addition, as with meal periods, Defendants required Plaintiff and
14 other non-exempt employees to keep their personal cell phones on at all times, and to respond to
15 any incoming calls at all times. These calls were business-related and included matters such as
16 making changes to delivery routes and communicating other work assignments to Plaintiff and
17 other non-exempt employees. Therefore, even if Defendants had authorized and permitted
18 Plaintiff and other non-exempt employees to take 10-minute rest periods, which Plaintiff asserts
19 Defendants did not, such purported rest periods would still violate California law, as this
20 policy/practice fails to relinquish all control over how Plaintiff and other non-exempt employees
21 spend their rest periods, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
22 257. On occasions when Plaintiff and other non-exempt employees were not provided with all
23 lawful rest periods to which they were entitled, Defendants failed to pay Plaintiff and other non-
24 exempt employees an additional hour of premium pay at their respective regular rates of pay for
25 each workday in which a rest period violation occurred, as required by Labor Code section 226.7.
26 Upon information and belief, Defendants failed to maintain pay codes for the payment of meal
27 period premium payments as required by Labor Code section 226.7.

28 ///

13. Defendants also caused Plaintiff and other non-exempt employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, Plaintiff and other non-exempt employees were required to use their personal cell phones to communicate with supervisors and clients regarding their work duties, including to make arrangements if a client cancelled their delivery and to receive other work instructions. Despite incurring these necessary business expenditures, Defendants failed to reimburse Plaintiff and other non-exempt employees 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 wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate itemized wage statements to Plaintiff and other non-exempt employees.

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

1 d. The Reimbursement Class consists of all Defendants' current and former non-
2 exempt employees in California who were required to use their personal cellular
3 phone for work-related purposes without reimbursement, during the four years
4 immediately preceding the filing of this action through the present.

5 e. The Wage Statement Class consists of: all members of the Minimum Wage Class,
6 Meal Period Class, and/or Rest Period Class who received a wage statement from
7 Defendants during the one year immediately preceding the filing of this action
8 through the present.

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

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

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

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

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

25 iv. Whether Defendants correctly paid meal and/or rest period premium payments for
26 non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;
27
28

1 v. Whether Defendants failed to reimburse members of the Reimbursement Class for
2 all necessary business expenses incurred pursuant to Labor Code sections 2802
3 and 2804; and

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

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

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

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

27 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
28 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 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent 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 establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

///

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

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

25. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and members of the Minimum Wage Class have sustained economic damages, including, but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

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

///

///

///

1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

9 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 failed in their affirmative obligation to provide all of their non-exempt employees in California,
11 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
12 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11, for the
13 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
14 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
15 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
16 California Labor Code §§ 226.7 and 512.

17 30. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
19 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Code of Civil Procedure
20 § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 32. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
26 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
27 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
28 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as

1 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
2 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
3 required by Labor Code § 226.7.

4 33. The foregoing violations create an entitlement to recovery by Plaintiff and
5 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
6 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
7 to Labor Code §§ 226.7, 516, and 558, Wage Order 5, and Code of Civil Procedure § 1021.5.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **(AGAINST ALL DEFENDANTS)**

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

12 35. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
13 states that “an employer shall indemnify his or her employees for all necessary expenditures or
14 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
15 his or obedience to the directions of the employer.”

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

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

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

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

40. 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).

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

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

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

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

45. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff, and continues to deprive members of the Classes, of compensation to which they are

1 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
2 over Defendants' competitors who have been and/or are currently employing workers and
3 attempting to do so in honest compliance with applicable wage and hour laws.

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

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

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

15 **SEVENTH CAUSE OF ACTION**
16 **PRIVATE ATTORNEYS GENERAL ACT**
17 **(AGAINST ALL DEFENDANTS)**

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

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

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

- 7 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
8 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
9 1194.2, and 1197;
- 10 b. Failing to provide Plaintiff and other aggrieved employees all legally required
11 meal periods, and failure to pay meal period premium wages to Plaintiff and
12 other aggrieved employees at their regular rate of pay, in violation of Labor
13 Code §§ 226.7, 512, and 558;
- 14 c. Failing to authorize and permit Plaintiff and other aggrieved employees to take
15 all lawful rest periods to which they are entitled, and failing to pay rest period
16 premium wages to Plaintiff and other aggrieved employees at their regular rate
17 of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- 18 d. Failing to reimburse Plaintiff and other aggrieved employees for all work-
19 related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 20 e. Failing to furnish Plaintiff and other aggrieved employees with complete,
21 accurate, itemized wage statements, in violation of Labor Code § 226;
- 22 f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
23 twice during each calendar month, in violation of Labor Code § 204; and
- 24 g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
25 employees, in violation of Labor Code §§ 558 and 1174.

26 51. On March 4, 2025, Plaintiff notified Defendants via certified mail, and notified the
27 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
28 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties

1 under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor
2 Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed from Plaintiff
3 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
4 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
5 for bringing a claim under the Private Attorneys General Act with respect to these violations.

6 52. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
7 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' employees
8 who worked for Defendants in California at any time between March 4, 2024, and the present.

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

13 **PRAYER**

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

- 16 1. For an order certifying the proposed Classes;
- 17 2. For an order appointing Plaintiff as representative of the Classes;
- 18 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 19 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
20 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,
21 1194.2, and 1197;
- 22 5. Upon the Second Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 24 6. Upon the Third Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 26 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
27 special damages according to proof pursuant to Labor Code sections 2802 and 2804;
- 28

8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq.*;

9. Upon the Sixth 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 California Business and Professions Code § 17200 *et seq.*;

10. Upon the Seventh 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 50 (a)-(g);

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

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

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

Dated: May 9, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:

Fletcher W. Schmidt
Attorneys for Plaintiff

1
2 **DEMAND FOR JURY TRIAL**

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

4
5 Dated: May 9, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

6
7 By:



8 Fletcher W. Schmidt
9 Attorneys for Plaintiff
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28