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Superior Court of California,
County of Tulare
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

CARMEN PENA ANGUIANO, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

CORREA PALLET, INC., a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. VCU320746

**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, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and
558);**
- (5) **FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY
BUSINESS EXPENDITURES
(LABOR CODE §§ 2802 and 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**

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1 Plaintiff Carmen Pena Anguiano (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Correa Pallet, Inc., a California corporation, and DOES 1
4 through 100, inclusive (collectively, “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226, 226.7,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; California
10 Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order
11 No. 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This Complaint
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
14 this Court's 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 Tulare County. Defendants own, maintain offices, transact business, have an agent or
19 agents within Tulare County, and/or otherwise are found within Tulare County, and Defendants
20 are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

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

1 Wage Order 1, which sets employment standards for the “Manufacturing Industry.”

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
3 period relevant to this action, Defendants did (and do) business by manufacturing and
4 reconditioning wooden pallets and skids.

5 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, Defendants were licensed to do business in California and were the employers
7 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

8 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
9 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
10 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
11 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
12 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
13 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
14 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
15 to the illegal employment practices, wrongs and injuries complained of herein. All references in
16 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 Classes (as defined in Paragraph 15).

GENERAL FACTUAL ALLEGATIONS

9. Defendants are in the business of manufacturing and reconditioning wooden pallets and skids. Defendants operate facilities in Pixley, Castaic, Bakersfield, and Lost Hills, California. Defendants employed Plaintiff as a non-exempt employee from approximately January 28, 2020, until approximately March 14, 2025. Plaintiff was employed as a general laborer engaged in cutting wooden cross bars for the assembly of pallets.

10. During Plaintiff's employment with Defendants, Defendants failed to compensate Plaintiff and other non-exempt employees for all hours worked due to Defendants' policy/practice of paying employees for their scheduled hours of work as opposed to all hours actually worked. Specifically, upon information and belief, Plaintiff and other non-exempt employees were not permitted to record their own hours worked. Rather, each workday Defendants presented Plaintiff and other non-exempt employees with a "sign-in" sheet which listed the employees that were scheduled to work that day. Plaintiff and other non-exempt employees were required to sign the sheet each day but were not permitted to record their start or end times. Moreover, Defendants' daily practice was to ring a bell signaling the start of Plaintiff's and other non-exempt employees' shift at 6:00 a.m. Plaintiff and other non-exempt employees were expected to be at their assigned workstation at 6:00 a.m. when the bell rang signaling the start of the shift. To comply with this requirement, Plaintiff and other non-exempt employees regularly reported to work 10-15 minutes prior to 6:00 a.m., to don required protective gear including gloves, aprons, goggles, and ear buds, and to ensure they were at their assigned workstation when the bell rang at 6:00 a.m. Despite performing compensable work prior to their 6:00 a.m. start time, Plaintiff and other non-exempt employees were not compensated for this time due to Defendants' timekeeping policies/practices, which only compensate employees for their scheduled hours worked. Similarly, Defendants' daily practice was to ring a bell at 2:30 p.m. to signal the end of the work shift. Plaintiff and other non-exempt employees were not allowed to leave their workstations prior the bell ringing at 2:30 p.m. Upon information and belief, Defendants' timekeeping policies/practices did not compensate Plaintiff and other non-exempt employees for the time worked prior to the scheduled start time of 6:00 a.m., nor did Defendants compensate Plaintiff and other non-exempt employees for the time

1 spent after the scheduled end time of 2:30 p.m. Defendants' timekeeping policies/practices were
2 not even handed and have resulted in Plaintiff and other non-exempt employees not being
3 compensated for all hours worked. Further, on occasions when Plaintiff worked over eight hours
4 in a workday and/or forty hours in a workweek, Defendants' timekeeping policies/practices
5 deprived her of additional overtime wages earned. Due to Defendants' timekeeping
6 policies/practices that fail to compensate for all hours worked, Plaintiff and other non-exempt
7 employees were not compensated for all required minimum and overtime wages.

8 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
9 all legally compliant meal periods due to Defendants' meal period policies/practices, which have
10 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed
11 meal periods. Specifically, Plaintiff was never provided with meal periods that were a full 30
12 minutes of "net rest" in an area away from the work station that is appropriate for rest, which
13 employers are required by the Wage Order to maintain for their employees to use during their
14 meal and rest periods. Plaintiff and other non-exempt employees could not leave their workstation
15 and begin their meal period until exactly 11:00 a.m., when a bell rang for the start of the meal
16 period. At 11:30 a.m. each workday, a second bell rang to signal the end of the meal period.
17 Plaintiff and other non-exempt employees were required to be back at their assigned workstation
18 at 11:30 a.m. when the second bell rang signaling the end of the meal period. Because of the
19 distance between Defendants' breakrooms and employees' workstations, which was a 4-5 minute
20 walk, Plaintiff and other non-exempt employees would have to shorten their meal periods several
21 minutes in order to return to their workstation prior to the second bell ringing to avoid disciplinary
22 action. Thus, due to Defendants' bell system, Plaintiff and other non-exempt employees were not
23 provided with full 30-minute meal periods of net rest in an area appropriate for rest away from
24 the workstation. Furthermore, because Plaintiff and non-exempt employees started working prior
25 to 6:00 a.m., Plaintiff and non-exempt employees were consistently provided with a late first meal
26 period which commenced after the fifth hour of work. Furthermore, Defendants did not require
27 Plaintiff and other non-exempt employees to record their meal periods. Instead, upon information
28 and belief, Defendants automatically deducted 30 minutes from the total hours worked for each

1 shift worked regardless of whether the employee took a full 30-minute compliant meal period.
2 On those occasions when Plaintiff was not provided with all legally-required meal periods to
3 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
4 premium for each workday in which she experienced a meal period violation as mandated by
5 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
6 period, Defendants maintained no payroll code or other mechanism for paying meal period
7 premiums under Labor Code § 226.7 in the event a legally compliant meal period was not
8 provided to their non-exempt employees.

9 12. Defendants have also failed to authorize and permit all required rest periods for
10 Plaintiff and other non-exempt employees. Plaintiff was not authorized and permitted to take all
11 required rest periods, because Defendants failed to provide at least 10 minutes of “net rest” in an
12 area appropriate for rest away from the workstation. Specifically, Plaintiff’s and other non-exempt
13 employees’ rest periods were often “short” due to a bell system used by Defendants to enforce
14 rest periods. As with meal periods, Plaintiff and other non-exempt employees could not leave
15 their workstation until the start of their rest breaks when a bell rang signaling the start of the rest
16 period. At the conclusion of the rest period, a second bell rang at exactly the ten-minute mark,
17 and a manager would check at exactly that time to ensure that all employees had returned from
18 their breaks. Because of the distance between breakroom and workstation, Plaintiff would not
19 leave her workstation during rest periods as she would not be able to walk to the break room and
20 return within the ten-minute allotment for her rest periods. Thus, Plaintiff was unable to ever take
21 10 minutes of “net rest” in an area appropriate for rest away from the workstation. Despite failing
22 to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which
23 they are entitled, upon information and belief, Defendants maintained no mechanism for the
24 payment of rest period premium payments as required by Labor Code § 226.7 and did not pay
25 Plaintiff or other non-exempt employees any rest period premiums.

26 13. Defendants have also failed to reimburse Plaintiff and other non-exempt
27 employees for all necessary business expenses. Specifically, Defendants required Plaintiff and
28 other non-exempt employees to purchase aprons, gloves, and measuring tapes for work related

1 purposes, however, Defendants failed to reimburse Plaintiff and other non-exempt employees for
2 these necessary business expenses. As a result, Defendants have failed to reimburse Plaintiff and
3 other non-exempt employees for expenses incurred in the course of their employment.

4 14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
5 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
6 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
7 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
8 other non-exempt employees for all minimum wages, overtime wages, and all meal and rest
9 period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all
10 wages owed at the time of their separation of employment with Defendants.

11 **CLASS ACTION ALLEGATIONS**

12 15. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the
13 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 14 a. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were subject to Defendants' timekeeping
16 policies and/or practices, during the four years immediately preceding the filing of
17 the Complaint through the present.
- 18 b. The Overtime Class consists of all of Defendants' current and former non-exempt
19 employees in California who worked more than 8.0 hours per day and/or 40.0
20 hours per week and were subject to Defendants' timekeeping policies and/or
21 practices, during the four years immediately preceding the filing of the Complaint
22 through the present.
- 23 c. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who worked at least one shift in excess of 5.0
25 hours, during the four years immediately preceding the filing of the Complaint
26 through the present.
- 27 d. The Rest Period Class consists of all of Defendants' current and former non-
28 exempt employees in California who worked at least one shift of 3.5 hours or more,

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

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years immediately preceding the filing of the lawsuit through the present.

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

g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint through the present.

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 Classes number is in excess of one hundred (100) individuals as to each class. 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 paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but

not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;

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

v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;

vi. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

viii. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class.

ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

x. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful.

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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions

concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her 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 statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to her upon her separation of employment with Defendants.

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

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

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 are maintainable as classes 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 1, § 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.

24. 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 1.

25. 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.

26. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and 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 1.

27. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

30. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in

the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay for such hours.

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

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

33. 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 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

34. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

36. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour

1 period worked, or major fraction thereof.

2 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
3 of the Rest Period Class to take all required rest periods.

4 38. 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 Civil Code §§ 3287(b) and 3289.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE EMPLOYEES FOR**

10 **NECESSARY BUSINESS EXPENDITURES**

11 **(AGAINST ALL DEFENDANTS)**

12 39. Plaintiff re-allege and incorporate by reference all previous paragraphs.

13 40. Based on information and belief, Defendants required Plaintiff and members of
14 the Employee Expense Class to purchase their own supplies but failed to provide adequate
15 reimbursement.

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

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

25 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor
26 Code §§ 2802 and 2804, and Wage Order 1, § 9, Plaintiff and members of the Employee Expense
27 Class were damaged in sums, which will be shown according to proof.

28 44. Plaintiff and members of the Employee Expense Class are entitled to attorneys’

1 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

6 **SIXTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and members of the Wage Statement Class with accurate and complete, itemized wage statements
13 that included, among other requirements, all hours worked, total gross wages earned, all rates of
14 pay and corresponding number of hours worked, total net wages earned, and the correct name of
15 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

25 **SEVENTH CAUSE OF ACTION**

26 **WAITING TIME PENALTIES**

27 **(AGAINST ALL DEFENDANTS)**

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

1 51. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
2 an employer to pay all wages immediately at the time of separation of employment in the event
3 the employer discharges the employee, or the employee provides at least 72 hours of notice of
4 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
5 to quit, said employee's wages become due and payable not later than 72 hours upon said
6 employee's last date of employment.

7 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
9 at their separation from employment, including minimum and overtime wages, and meal and rest
10 period premium wages.

11 53. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
12 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
13 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
14 to the requirements of Labor Code §§ 201-203.

15 54. Defendants' failure to pay all final wages was willful within the meaning of Labor
16 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
17 Time Class their earned wages upon separation from employment results in a continued payment
18 of wages up to thirty days from the time the wages were due.

19 55. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
20 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

21 **EIGHTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(AGAINST ALL DEFENDANTS)**

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

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

1 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
2 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
3 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
4 failing to pay them rest period premiums payments; (e) failing to reimburse Plaintiff and members
5 of the Employee Expense Class; (f) knowingly failing to furnish Plaintiff and the Wage Statement
6 Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226;
7 and/or (g) failing to timely pay all wages owed upon separation to Plaintiff and members of the
8 Waiting Time Class.

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

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

18 60. The acts complained of herein occurred within the last four years immediately
19 preceding the filing of the Plaintiff's Complaint.

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

25 **NINTH CAUSE OF ACTION**

26 **PRIVATE ATTORNEYS GENERAL ACT**

27 **(AGAINST ALL DEFENDANTS)**

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

63. 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 herself 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 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 following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved

employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, 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 timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

h. 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

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

64. On April 25, 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 63 (a)-(i). 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.

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

66. 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

1 she is entitled to receive under California Labor Code § 2699(g).

2 **PRAYER**

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

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
9 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
10 1197;
- 11 5. Upon the Second Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 15 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 17 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 19 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
20 226 *et. seq.*;
- 21 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
22 to Labor Code §§ 201- 203;
- 23 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
24 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
25 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
- 26 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
28 558 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 63 (a)-(i);

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

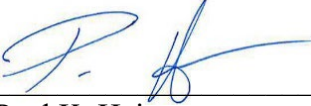
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

Dated: June 30, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

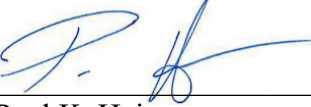
DEMAND FOR JURY TRIAL

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

Dated: June 30, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff