

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN305956)
mmoen@haineslawgroup.com
Ian T. Mallery (SBN 359132)
imallery@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ENERSAIN BELTRAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE ROOF MASTERS, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25CU021086C

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

- (1) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (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
EXPENDITURES (LABOR CODE §§
2802, 2804);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

Plaintiff Enersain Beltrain ("Plaintiff") on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint against Defendant The Roof Masters, 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 sections 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 section 17200 *et seq.*, and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"), in addition to seeking declaratory relief and restitution. This action is brought pursuant to California Code of Civil Procedure section 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 sections 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of San Diego. Defendants transact business within the County of San Diego and/or otherwise are found within the County of San Diego, 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 living within San Diego County. 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 and currently is 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 §§ 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 16, which sets employment standards for certain on-site occupations in the construction, drilling, logging, and mining industries.

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 San Diego and the State of California by operating a residential and commercial roofing company, and therefore, were (and are) doing business in the County of San Diego 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 Defendant; 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.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Defendants provide residential and commercial roofing services. Plaintiff has been
8 employed by Defendants as a non-exempt employee from approximately 2017 through the
9 present. Plaintiff's primary job duties include removing, repairing, and replacing roofs.

10 10. During Plaintiff's employment with Defendants, Defendants failed to compensate
11 Plaintiff and other non-exempt employees for all hours actually worked, resulting in unpaid
12 minimum wages and additional unpaid overtime wages. Specifically, Defendants failed to
13 maintain **any** daily timekeeping records. Instead, Defendants pay a daily flat rate only, equivalent
14 to eight hours per workday. Rather than maintaining accurate records of Plaintiff's and other non-
15 exempt employees' hours worked, Defendants' managers would simply call and send text
16 messages to Plaintiff and other non-exempt employees to track how many days each employee
17 worked at a specific job site, then Defendants would pay Plaintiff and other non-exempt
18 employees a daily rate for each day worked. This daily rate further failed to include additional
19 premium wages for overtime hours worked over eight hours in a day and/or forty hours in a
20 workweek. This unlawful timekeeping practice/policy failed to accurately track the correct
21 number of hours that Plaintiff and other non-exempt employees worked and/or were subject to
22 Defendants' control on any given workday, include time spent before and after their scheduled 8-
23 hour shifts, and time spent performing work during time periods otherwise allotted for purported
24 meal periods, resulting in unpaid minimum and overtime wages owed. Further, Defendants call
25 and text Plaintiff and other non-exempt employees both before and after their scheduled shifts,
26 including sending messages regarding instructions needed to complete their job duties, questions
27 about jobs performed, and questions about whether or not they worked certain days. Since
28 Defendants' managers messaged Plaintiff and other non-exempt employees with information

necessary to perform their job duties, Defendants were required to compensate Plaintiff and other non-exempt employees for this time. Defendants' timekeeping policies resulted in unpaid minimum wages and, on occasions when Plaintiff and other non-exempt employees worked over eight hours in a day and/or forty hours in a workweek, unpaid overtime wages.

11. Additionally, Defendants' failure to maintain timekeeping records included failure to record clock-in and clock-out times for purported meal periods, in violation of Wage Order 16, § 6(A)(1). As with the start and end times for daily work shifts, Defendants maintained a policy and/or practice of never recording the start and end times of purported meal periods, instead paying Plaintiff and other non-exempt employees a daily rate equivalent to 8 hours of work, assuming that exactly 30 minutes of time was taken by Plaintiff and other non-exempt employees each day for purported meal periods, but without verifying if Plaintiff and other non-exempt employees received timely and uninterrupted meal periods that lasted at least 30-minutes in length. Defendants would instruct Plaintiff and other non-exempt employees when to take their meal periods, but the timing of the meal periods was never recorded. Therefore in practice, despite instructing Plaintiff and other non-exempt employees to take meal periods, Defendants would regularly interrupt Plaintiff and other non-exempt employees during their meal periods to discuss their upcoming assignments, to discuss other job-related duties to be completed after their meal periods ended, and to require Plaintiff and other non-exempt employees to travel to Home Depot to pick up necessary work materials or to remove trash off-site when needed, without compensating Plaintiff and other non-exempt employees for this time or otherwise accounting for this time worked during interrupted meal periods. As such, Defendants maintained timekeeping policies and practices that resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked. Due to Defendants' timekeeping policies and practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were deprived of all required minimum wages. Further, on occasions when Plaintiff and other non-exempt employees worked over eight hours in a day and/or forty hours in a workweek, Defendants' practice of failing to accurately record and pay for all time worked also deprived Plaintiff and other non-exempt employees of all overtime wages owed.

12. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work or **any** second duty-free, 30-minute meal periods when they worked shifts in excess of 10.0 hours. Specifically, Plaintiff and other non-exempt employees were only provided with meal periods at Defendants' discretion. Defendants would often interrupt these purported meal periods to direct Plaintiff and other non-exempt employees to leave the worksite during the scheduled meal period to acquire building materials or to remove trash off-site. This practice regularly resulted in untimely first meal periods commencing after the completion of 5 hours of work, interrupted meal periods, or meal periods shorter than 30-minutes in length. Further, as stated above, Plaintiff and other non-exempt employees did not clock in and out for their meal periods. Rather, Defendants only paid Plaintiff and other non-exempt employees a daily rate based upon an assumed 8-hour shift including automatically deducting 30 minutes of time for assumed meal periods, without verifying if Plaintiff and other non-exempt employees received an uninterrupted and timely 30-minute meal period. *See* Wage Order 16 § 6 (requiring employers to accurately record all hours worked, including the timing of meal periods); *see also* *Donohue v. AMN Services LLC*, (2021) 11 Cal.5th 58, 61 (“[W]e hold that time records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.”). Further, on occasions when Plaintiff and other non-exempt employees were provided meal periods, Defendants required Plaintiff and other non-exempt employees to keep a cellular phone on their person in order to communicate with their supervisors at all times, in violation of *Augustus v. ABM Security Svcs., Inc.*, (2016) 2 Cal.5th 257. *See id.*, at 269 (“[O]ne cannot square the practice of compelling employees to remain at the ready, **tethered by time and policy to particular...communications devices**, with the requirement to relieve employees of all work duties and employer control.”) (emphasis added). As such, Defendants failed to relinquish control over how Plaintiff and other non-exempt employees spent their meal period. As a result of Defendants' meal period practices and policies, Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which they were entitled.

1 On occasions when Plaintiff and other non-exempt employees were not provided with all lawful
2 meal periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt
3 employees an additional hour of premium pay for each workday in which a meal period violation
4 occurred, as required by Labor Code § 226.7.

5 13. Plaintiff and other non-exempt employees were not authorized and permitted to
6 take a duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due
7 to Defendants' rest period policies/practices. Specifically, Defendants did not authorize and
8 permit **any** duty-free rest periods regardless of shift length. Further, even if Plaintiff and other
9 non-exempt employees were ever able to take a rest period, which Plaintiff alleges they were not,
10 Defendants required Plaintiff and other non-exempt employees to carry and be responsive to their
11 cellular phones at all times while on duty in violation of *Augustus*. See *id.*, 2 Cal.5th at 269 (“[O]ne
12 cannot square the practice of compelling employees to remain at the ready, **tethered by time and**
13 **policy to particular...communications devices**, with the requirement to relieve employees of all
14 work duties and employer control during 10-minute rest periods.”) (emphasis added). Defendants
15 also failed to provide Plaintiff and other non-exempt employees with an additional hour of
16 premium pay for each workday in which a rest period violation occurred, as required by Labor
17 Code § 226.7.

18 14. Defendants also required Plaintiff and other non-exempt employees to provide
19 their own supplies necessary to perform their job duties without reimbursing them for these
20 necessary business expenses. Specifically, Defendants required Plaintiff and other non-exempt
21 employees to use their personal cell phones to communicate throughout the day with supervisors
22 about their work duties. Additionally, Defendants required Plaintiff and other non-exempt
23 employees to purchase tools necessary for roofing, including, but not limited to, ladders, hand
24 saws, nail guns, and rippers. Defendants also required Plaintiff and other non-exempt employees
25 to use their personal vehicles during their shifts. Plaintiff and other non-exempt employees would
26 meet at Defendants' office at the beginning of their shifts to be given their job assignments.
27 Thereafter, Plaintiff and other non-exempt employees would drive their personal vehicles to the
28 worksite. Plaintiff and other non-exempt employees were also often directed by Defendants to

1 use their personal vehicles to go to hardware stores to pick up materials during their shifts, and to
2 travel between multiple jobsites on a single workday. Defendants never paid for a reasonable
3 portion of the mileage accrued for this non-commute travel. Upon information and belief,
4 Defendants never reimbursed Plaintiff and other non-exempt employees for a reasonable portion
5 of their cellular phone expenses, the full cost of the tools necessary to perform their jobs, or non-
6 commute mileage accrued, as mandated by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228
7 Cal.App.4th 1137, and Labor Code § 2802.

8 15. As a result of Defendants' failure to pay all overtime wages, minimum wages, and
9 meal and rest period premium wages owed, Defendants also maintained inaccurate payroll
10 records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.
11 Further, on workweeks in which Plaintiff and other non-exempt employees performed work on
12 Saturdays and/or Sundays, Defendants paid Plaintiff and other non-exempt employees in cash
13 and did not include the employees' hours worked or earned wages for these days on their wage
14 statements, in violation of Labor Code section 226(a).

15 **CLASS ACTION ALLEGATIONS**

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

- 18 a. The Overtime Class consists of all 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 workweek and were subject to Defendants' timekeeping policies and/or
21 practices for non-exempt employees, during the four years immediately preceding
22 the filing of this action through the present.
- 23 b. The Minimum Wage Class consists of all of Defendants' current and former non-
24 exempt employees in California who were subject to Defendants' timekeeping
25 policies and/or practices for non-exempt employees, during the four years
26 immediately preceding the filing of this action through the present.
- 27 c. The Meal Period Class consists of all Defendants' current and former non-exempt
28 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.

d. The Rest Period Class consists of all 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 who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

f. The Wage Statement Class consists of: (i) all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of Defendants' current and former non-exempt employees in California who were paid in cash for work performed, who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

17. **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 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than eighty (80) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **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 non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 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;

- ii. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and/or Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- v. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- vi. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
- vii. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804; and
- viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226;

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

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged

herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum wages owed, 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 at his regular rate of pay for missed or non-compliant meal and rest periods, was not reimbursed for all necessary business expenses, and was not provided with accurate, itemized wage statements.

21. **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.

22. **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 damage to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would

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

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

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

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

17 25. At all times relevant herein, Defendants were required to properly pay Plaintiff
18 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
19 Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee
20 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
21 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Wage
22 Order 16, § 3 also requires an employer to pay an employee double the employee’s regular rate
23 of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on
24 the seventh consecutive day of work in the workweek.

25 26. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
26 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime
27 Class at one and one-half times their regular rate of pay for such hours. Defendants also caused
28 Plaintiff and the members of the Overtime Class to work in excess of twelve hours in a workday

1 but did not properly compensate Plaintiff and the members of the Overtime Class at double their
2 regular rate of pay for all such hours.

3 27. The foregoing policies and practices are unlawful and create entitlement to
4 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
5 premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and
6 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
7 16, and Code of Civil Procedure § 1021.5.

8 **SECOND CAUSE OF ACTION**

9 **MINIMUM WAGE VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 29. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
13 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
14 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
15 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
16 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
17 wages and interest accrued thereon.

18 30. At all relevant times herein, Defendants failed to conform their pay practices to
19 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
20 for all hours worked including, but not limited to, all hours they were subject to the control of
21 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
22 Order 16.

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

28 ///

1 32. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
3 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 16.

6 33. The foregoing practices and policies are unlawful and create an entitlement to
7 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
8 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
9 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
10 1194, 1197, and 1198, Wage Order 16, and Code of Civil Procedure § 1021.5.

11 **THIRD CAUSE OF ACTION**

12 **MEAL PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

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

23 36. As a result, Defendants are responsible for paying premium compensation for meal
24 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
25 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Code of Civil Procedure §
26 1021.5.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 38. Wage Order 16, § 11 and Labor Code §§ 226.7 and 516 establish the right of
6 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
7 period worked, or major fraction thereof.

8 39. As alleged herein, and due to Defendants' unlawful rest period policies and/or
9 practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period
10 Class to take all paid rest periods to which they were legally entitled. Despite Defendants'
11 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members
12 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
13 California Labor Code § 226.7.

14 40. The foregoing violations create an entitlement to recovery by Plaintiff and
15 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
16 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
17 to Labor Code §§ 226.7, 516, and 558, Wage Order 16, and Code of Civil Procedure § 1021.5.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

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

22 42. At all relevant times herein, Defendants were subject to Labor Code section 2802,
23 which states that "an employer shall indemnify his or her employees for all necessary
24 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
25 her duties, or of his or her obedience to the directions of the employer."

26 43. At all times relevant herein, Defendants were subject to Labor Code section 2804,
27 which states that "any contract or agreement, express or implied, made by any employee to waive
28 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.”

44. 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, personal cell phone usage, tools, and vehicle mileage.

45. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code sections 2802, 2804, and Wage Order 16, 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 section 2802.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

47. 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 complete and accurate wage statements that included, among other requirements, all hours worked, all overtime and minimum wages earned, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

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

///

///

///

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

5 **SEVENTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

24 54. The acts complained of herein occurred within the last four years immediately
25 preceding the filing this action.

26 55. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
28 of Defendants' current non-exempt employees, and to enforce important rights affecting the

1 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
2 which he is entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**
4 **PRIVATE ATTORNEYS GENERAL ACT**
5 **(AGAINST ALL DEFENDANTS)**

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

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

- 23 a. Failing to pay Plaintiff and other aggrieved employees all earned overtime
24 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
25 b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
26 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
27 1194.2, and 1197;
28

- 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 other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Plaintiff and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 558 and 1174; and
- 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.

58. On April 23, 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 57 (a)-(h). Now that sixty-five days have passed from Plaintiff’s 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 his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

59. 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 April 23, 2024, and the present.

///

60. 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second 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;
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 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.*;

1 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
3 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
4 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
5 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
6 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
7 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
8 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
9 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
10 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
11 each initial violation and \$200 for each subsequent violation per employee per pay period for
12 those violations of the Labor Code for which no civil penalty is specifically provided, based on
13 the Labor Code violations identified in Paragraph 57 (a)-(h);

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

16 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
17 §§ 218.5, 226, 1194 *et seq.*, 2802, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

19 Respectfully submitted,
20 Dated: June 30, 2025 HAINES LAW GROUP, APC

21 By: 
22 Fletcher W. Schmidt
23 Attorneys for Plaintiff

24 **DEMAND FOR JURY TRIAL**

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

26 Respectfully submitted,
27 Dated: June 30, 2025 HAINES LAW GROUP, APC

28 By: 
 Fletcher W. Schmidt
 Attorneys for Plaintiff