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 OMAR GARCIA GRANADOS

**FILED**  
 Superior Court of California  
 County of Los Angeles  
 04/13/2026

David W. Slayton, Executive Officer / Clerk of Court  
 By: T. Bivins Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

OMAR GARCIA GRANADOS, as an  
 individual and on behalf of all others similarly  
 situated,

Plaintiff,

vs.

CASE HM, LLC d.b.a. PROPER HOTEL, a  
 Delaware limited liability company; and  
 DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV18105, related to Case No.  
 25STCV25532

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

- (1) **FAILURE TO PAY ALL  
 OVERTIME WAGES OWED  
 (LABOR CODE §§ 204, 510, 558,  
 1194, 1198);**
- (2) **FAILURE TO PAY SICK PAY  
 WAGES AT THE CORRECT RATE  
 OF PAY (LABOR CODE § 246);**
- (3) **MEAL PERIOD VIOLATIONS  
 (LABOR CODE §§ 226.7, 512, and  
 558);**
- (4) **FAILURE TO AUTHORIZE AND  
 PERMIT REST PERIODS (LABOR  
 CODE §§ 226.7, 516);**
- (5) **FAILURE TO PROVIDE  
 ACCURATE, ITEMIZED WAGE  
 STATEMENTS (LABOR CODE §  
 226 *et seq.*);**
- (6) **FAILURE TO INDEMNIFY ALL  
 NECESSARY BUSINESS  
 EXPENDITURES (LABOR CODE §  
 2802);**
- (7) **UNFAIR COMPETITION (BUS &  
 PROF CODE § 17200 *et seq.*); AND**

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

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Omar Garcia Granados (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this Second Amended Class and Representative Action Complaint  
3 (“Complaint”) against Case HM, LLC doing business as Proper Hotel, a Delaware limited liability  
4 company, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and  
5 belief alleges as follows:

#### 6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
8 Complaint for recovery of unpaid wages, interest, and penalties under California Business &  
9 Professions Code § 17200 *et seq.*, Labor Code §§ 204, 226 *et seq.*, 226.7, 246, 510, 512, 516,  
10 558, 1194, 1198, 2698 *et seq.*, and 2802, and Industrial Welfare Commission Wage Order 5  
11 (“Wage Order 5”), in addition to seeking declaratory relief and restitution. This Complaint is  
12 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 Cal. Code of Civ. Proc. §§  
17 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the  
18 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)  
19 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,  
20 and Defendants 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. During the four years immediately preceding  
24 the filing of the Complaint in this action and within the statute of limitations periods applicable  
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of  
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code  
28 §§ 204, 226 *et seq.*, 226.7, 246, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, and 2802; California

1 Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage Order 5,  
2 which sets employment standards for the Public Housekeeping Industry, which includes the  
3 industry in which Plaintiff worked for Defendants.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
6 continue to do) business by operating hotels, including Proper Hotels. Defendants employed  
7 Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Los  
8 Angeles County and the State of California and, therefore, were (and are) doing business in Los  
9 Angeles County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,  
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
14 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
16 and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the  
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
19 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

27 8. At all times mentioned herein, Defendants, and each of them, were members of  
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

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

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since  
6 approximately 2023. Plaintiff's job title is Food Runner, and his duties include, without  
7 limitation, delivering food to restaurant and hotel guests, seating guests at the restaurant, and  
8 preparing coffee orders.

9 10. Plaintiff is generally scheduled to work Tuesday through Friday from 7:00 a.m. to  
10 2:30 p.m.

11 11. Defendants require Plaintiff to clock in and out by scanning his fingerprint into the  
12 timekeeping system to keep track and record his work time. Plaintiff often worked more than 8.0  
13 hours in a workday.

14 12. Throughout Plaintiff's employment with Defendants, Plaintiff received various  
15 forms of non-discretionary bonuses, compensation related to service charges, and/or other forms  
16 of pay not properly excludable as a matter of law when calculating an employee's regular rate of  
17 pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay").  
18 The various forms of Incentive Pay provided to Plaintiff and other non-exempt employees were  
19 pursuant to Defendants' uniform policies and practices. Despite Defendants' payment of  
20 Incentive Pay to Plaintiff, Defendants failed to include all forms of Incentive Pay when calculating  
21 Plaintiff's regular rate of pay, thereby causing Plaintiff to be underpaid for all of his required  
22 overtime wages. In addition, despite Defendants' payment of Incentive Pay to Plaintiff and other  
23 non-exempt employees, Defendants' policies and/or procedures failed to include all forms of  
24 Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a manner  
25 that fully complies with Labor Code § 246(l) in that Defendants failed to pay sick days at the  
26 regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

27 13. During Plaintiff's employment with Defendants, Defendants failed to provide  
28 Plaintiff and other non-exempt employees with all legally compliant meal periods due to

1 Defendants' meal period policies/practices, which have frequently resulted in late (commencing  
2 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.  
3 Specifically, due to work demands, Plaintiff and other non-exempt employees were frequently  
4 unable to commence their meal periods until after the completion of five hours of work.  
5 Furthermore, due to work demands, Plaintiff and other non-exempt employees sometimes missed  
6 their entire meal period. On the occasions when Plaintiff was not provided with all legally-  
7 compliant meal periods to which he was entitled, Defendants failed to always compensate  
8 Plaintiff with the required meal period premium for each workday in which he experienced a meal  
9 period violation as mandated by Labor Code § 226.7.

10 14. Plaintiff was not authorized and permitted to take all legally required and  
11 compliant rest periods due to Defendants' unlawful rest period policies and practices.  
12 Defendants' rest period policies and practices fail to authorize and permit paid rest periods for  
13 every four hours worked, *or major fraction thereof*. Specifically, due to Defendants' work  
14 demands, Plaintiff was not permitted to take rest periods.

15 15. On each occasion when Plaintiff was not authorized and permitted to take legally-  
16 compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with  
17 the required rest period premium for each workday in which he experienced a rest period violation  
18 as mandated by Labor Code § 226.7.

19 16. Defendants also failed to reimburse Plaintiff and other non-exempt employees for  
20 necessary business expenses incurred during the relevant time period. Specifically, Defendants  
21 required Plaintiff to use his personal cellular phone for business purposes, but he was not  
22 reimbursed for his expenses. Accordingly, despite Plaintiff and the other non-exempt employees  
23 being required to use their personal cellular phones, Defendants did not reimburse Plaintiff or  
24 other non-exempt employees for all necessary expenditures or losses incurred by the employee in  
25 direct consequence of the discharge of their duties, or of their obedience to the directions of the  
26 employer in violation of California law.

27 17. As a result of Defendants' failure to pay all overtime wages, all sick day pay, as  
28 well as meal and rest period premium wages, Defendants maintained inaccurate payroll records

and issued inaccurate wage statements to Plaintiff.

**CLASS ACTION ALLEGATIONS**

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked in excess of 8 hours in a workday and/or (ii) worked in excess of 40 hours in a work week, and were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.
- b. The Sick Pay Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present, and who were paid sick pay at less than their regular rate of pay.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in the State of California who (i) worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Sick Pay Class; and/or (iii) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.
- f. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phones in connection with the discharge of their work duties, during the four years immediately preceding the filing of the lawsuit through the present.

g. The UCL Class consists of members of the (i) Overtime Class; (ii) Sick Pay Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class; and/or (vi) Reimbursement Class, during the four years immediately preceding the filing of the lawsuit through the present.

19. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various Classes with greater specificity or further division into subclasses or limitation to particular issues.

20. **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 fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **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. Those common questions include, without limitation:

- i. Whether Defendants properly paid all overtime wages to members of the Overtime Class at 1.5 times their regular rate of pay pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- ii. Whether Defendants paid all sick pay wages to members of the Sick Pay Class at their regular rate of pay pursuant to Labor Code § 264(l);
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- v. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants furnished legally compliant wage statements to members of

the Wage Statement Class pursuant to Labor Code § 226;

vii. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802; and

viii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the Classes restitution.

22. **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 overtime wage policies/practices, sick day pay policies/practices, rest period policies/practices, and reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required overtime wages, was not paid sick pay at his regular rate of pay, was not provided with all required meal and rest periods, did not receive meal and rest period premium wages when he was not provided meal and rest periods, was not provided accurate wage statements, and was not reimbursed for necessary business expenditures.

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

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

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

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and  
6 1198 which provide that all non-exempt employees are entitled to all overtime wages for all  
7 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private  
8 right of action for the failure to pay all overtime compensation for overtime work performed.

9 28. At all times relevant herein, Defendants were required to properly compensate  
10 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to  
11 California Labor Code §§ 510 and 1194, and Wage Order 5. Labor Code § 510 and Wage Order  
12 5, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular  
13 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.  
14 Labor Code § 510 and Wage Order 5, Section 3 also require an employer to pay an employee  
15 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess  
16 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff  
17 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours  
18 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class  
19 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and  
20 the members of the Overtime Class to work in excess of 12 hours in a workday but did not  
21 properly compensate Plaintiff and the members of the Overtime Class at double their regular rate  
22 of pay for such hours.

23 29. The foregoing practices and policies are unlawful and create entitlement to  
24 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid  
25 amount of overtime premium owing, including interest thereon, as well as statutory penalties,  
26 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,  
27 510, 558, 1194 and 1198, Wage Order 5, California Code of Civil Procedure § 1021.5 California  
28 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY SICK PAY WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. Cal Lab. Code § 233 provides that an employer must permit an employee to use  
6 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate  
7 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for  
8 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick  
9 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an  
10 employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for  
11 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the  
12 workweek in which the employee uses paid sick time, whether or not the employee actually works  
13 overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated  
14 by dividing the employee's total wages, not including overtime premium pay, by the employee's  
15 total hours worked in the full pay periods of the prior 90 days of employment."

16 32. As a matter of policy and practice, Plaintiff is informed and believes, and on that  
17 basis states, that Defendants paid sick pay wages to Plaintiff and the other members of the Sick  
18 Pay Class at the incorrect rate of pay. Plaintiff and the other members of the Sick Pay Class  
19 regularly use accrued sick leave in the workweeks in which they also earn non-hourly  
20 remuneration. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and  
21 the other members of the Sick Pay Class at the base hourly pay, as opposed to the regular rate of  
22 pay, which would consider all non-hourly remuneration in addition to base hourly wages, or the  
23 rate resulting from dividing the employee's total wages, not including overtime premium pay, by  
24 the employee's total hours worked in the full pay periods of the prior 90 days of employment. As  
25 a result, Defendants underpaid sick pay wages to Plaintiff and the other members of the Sick Pay  
26 Class.

27 33. Cal. Lab. Code § 204 provides that wages generally are due and payable twice  
28 during each calendar month and are to be paid no later than the payday for the next regular payroll

1 period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that,  
2 upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the  
3 payday for the next regular payroll period after accrued sick leave is used as paid sick time.  
4 Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages  
5 earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code §  
6 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after  
7 an employee quits his or her employment, unless the employee has given 72-hour notice of his or  
8 her intention to quit, in which case the employee is entitled to his or her wages at the time of  
9 quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code § 203  
10 provides that if an employer willfully fails to pay wages owed in accordance with Cal. Lab. Code  
11 §§ 201-202, then the wages of the employee shall continue as a penalty from the due date, and at  
12 the same rate until paid, but the wages shall not continue for more than thirty (30) days.

13 34. As alleged herein and as a matter of policy and practice, Defendants routinely  
14 underpaid sick pay wages and thus did not timely pay Plaintiff and the other members of the Sick  
15 Pay Class all owing and underpaid sick pay wages. As a result, Defendants violated Cal. Lab.  
16 Code § 246, among other Labor Code provisions. Because Defendants willfully failed to timely  
17 pay Plaintiff and the other members of the Sick Pay Class all sick pay wages due, Defendants are  
18 subject to applicable penalties.

19 **THIRD CAUSE OF ACTION**

20 **MEAL PERIOD VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

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

23 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 failed in their affirmative obligation to provide all of their non-exempt employees in California,  
25 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods  
26 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite  
27 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members  
28 of the Meal Period Class at their respective regular rates of pay, in accordance with California

1 Labor Code §§ 204, 210, 226.7, and 512.

2 37. As a result, Defendants are responsible for paying premium compensation for meal  
3 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest  
4 thereon, statutory penalties, civil penalties, and costs of suit.

5  
6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 39. The Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558  
11 establish the right of employees to be authorized and permitted to take a paid rest period of at  
12 least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

13 40. As alleged herein, Defendants failed to authorize and permit Plaintiff and members  
14 of the Rest Period Class to take all required rest periods.

15 41. The foregoing violations create an entitlement to recovery by Plaintiff and  
16 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums  
17 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according  
18 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

21 **(AGAINST ALL DEFENDANTS)**

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

23 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
25 and members of the Wage Statement Class with complete and accurate wage statements with  
26 respect to their prevailing rate of pay, hours worked at each rate of pay, total gross wages earned,  
27 and total net wages earned in violation of Labor Code § 226 *et seq.*

44. Defendants' failures in furnishing 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 earned overtime wages, the non-payment of all earned sick day pay, as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

## **SIXTH CAUSE OF ACTION**

## FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES

**(AGAINST ALL DEFENDANTS)**

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

47. This cause of action is brought pursuant to Labor Code § 2802, which requires an employer to “indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

48. As alleged herein, and due to their unlawful reimbursement policies and/or practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class all of their necessary business expenses, including, among other things, expenses related to his use of his personal cellular phone.

49. As a proximate result of Defendants' failure to indemnify Plaintiff and the members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 51. Defendants have engaged and continue to engage in unfair and/or unlawful  
6 business practices in California in violation of California Business and Professions Code § 17200  
7 *et seq.*, by failing to pay all overtime wages owed, failing to pay all sick day pay owed, failing to  
8 provide all required meal and rest periods, failing to pay meal and rest period premium wage  
9 payments, and failing to reimburse all necessary business expenditures.

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

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

19 54. The acts complained of herein occurred within the last four years immediately  
20 preceding the filing of the Complaint in this action.

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

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

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

57. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee 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 Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay sick pay wages to Plaintiff, the Sick Pay Class, and other aggrieved employees in violation of Labor Code § 246(1);
- 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 furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. 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; and

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

58. On June 24, 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)-(g). 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 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).

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)

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1 **PRAYER**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and  
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- 9 5. Upon the Second Cause of Action, for penalties, compensatory, consequential,  
10 general, and special damages according to proof pursuant to Labor § 246;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general and  
12 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 13 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and  
14 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 15 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant  
16 to Labor Code § 226 *et seq.*;
- 17 9. Upon the Sixth Cause of Action, for compensatory and special damages according  
18 to proof pursuant to Labor Code § 2802;
- 19 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the  
20 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
21 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*  
22 *seq.*;
- 23 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other  
24 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
25 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
26 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
27 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
28 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent

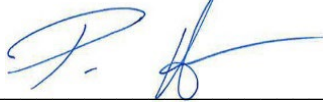
violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant 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 57 (a)-(g);

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

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: April 7, 2026  
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: April 7, 2026  
Respectfully submitted,  
HAINES LAW GROUP, APC

By:   
Paul K. Haines  
Attorneys for Plaintiff