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SUPERIOR COURT OF CALIFORNIA
COUNTY OF COLUSA
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Erika F. Valencia, Clerk of the Court
BY: Cindy Torres, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF COLUSA**

ALEJANDRO ESPINOZA, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

FARMERS' FRESH MUSHROOMS
CALIFORNIA, INC., a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CV24841

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198)**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE § 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802, 2804);**
- (6) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226, *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Alejandro Espinoza (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Farmers’ Fresh Mushrooms California, Inc., a California
4 Corporation, and DOES 1 through 100, inclusive (collectively “Defendants”), and on information
5 and 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 and penalties under Labor Code §§ 201-204, 226.7, 510,
9 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, California Business
10 & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 14
11 (“Wage Order 14”), in addition to seeking injunctive relief, declaratory relief, and restitution.

12 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
13 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
14 of the Superior Court and will be established according to proof at trial.

15 3. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
17 avail themselves to the California market so as to render the exercise of jurisdiction over them by
18 the California courts consistent with the traditional notions of fair play and substantial justice.

19 **VENUE**

20 4. Venue as to each Defendant is proper in this judicial district pursuant to California
21 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
22 complained of hereon occurred in the County of Colusa. Defendants own, maintain offices,
23 transact business, have agent(s) within the County of Colusa, and/or otherwise are found within
24 the County of Colusa, and Defendants are within the jurisdiction of this Court for purposes of
25 service of process.

26 **PARTIES**

27 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
28 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods

1 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
2 exempt employee. Plaintiff was and is a victim of Defendants' policies and/or practices
3 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
4 by Labor Code §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698
5 *et seq.*, 2802, 2804, California Business & Professions Code § 17200 *et seq.*, and Wage Order
6 No. 14, which sets employment standards for "Agricultural Occupations."

7 6. Plaintiff is informed and believes, and based thereon alleges, that during the statute
8 of limitations periods relevant to each cause of action pled in this Complaint and continuing to
9 the present, Defendants were (and continue to be) in the business of growing, harvesting, and
10 packaging mushrooms in Colusa County, and employed Plaintiff and other similarly-situated,
11 non-exempt employees within Colusa County and the State of California and, therefore, were
12 (and are) doing business in Colusa County and the State of California.

13 7. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
15 defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend
16 this Complaint when such true names and capacities are discovered. Plaintiff is informed,
17 believes, and based thereon alleges that each of said fictitious defendants, whether individual,
18 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
19 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
20 unlawful employment practices, wrongs, injuries, and damages complained of herein.

21 8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
22 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

11. Plaintiff was employed by Defendants as a non-exempt “Supervisor” or similarly titled position, from approximately 2010 until approximately February 10, 2025. In this position, Plaintiff performed work in the compost area, where he also oversaw the work of other non-exempt employees.

12. Defendants failed to pay Plaintiff and other non-exempt employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, such as during their unpaid meal periods, and before or after clocking in for their shifts. This off-the-clock work has resulted in Plaintiff and other non-exempt employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages.

13. Defendants failed to provide Plaintiff and other putative class members with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Moreover, Defendants did not keep accurate records of the time when Plaintiff’s and other non-exempt employees took their meal periods. Due to production demands, on some occasions Defendants required Plaintiff and other non-exempt employees to clock out before the end of their fifth hour of work but did not permit them to take a timely 30-minute meal period until after the end of their fifth hour of work. On other occasions, upon information and belief, Defendants automatically deducted 30 minutes from the total hours worked for each shift, regardless of whether the employee actually took a timely, 30-minute meal period. When Plaintiff did take a lunch break, Plaintiff’s meal periods were often interrupted by work demands imposed by Defendants. In addition, Defendants failed to provide Plaintiff or other non-exempt employees

1 with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not
2 provided with all legally-required meal periods to which he was entitled, Defendants often failed
3 to compensate Plaintiff with the required meal period premium for each workday in which he
4 experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and
5 belief, in the event Defendants paid a meal period premium, Defendants paid such premiums at
6 the employee's base hourly rate of pay, despite the fact that Plaintiff and other non-exempt
7 employees received Incentive Pay.

8 14. Defendants have also failed to authorize and permit all required rest periods for
9 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize
10 and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and
11 Plaintiff and other employees often have had to take short (less than 10 minutes) rest periods, due
12 to their workload. Plaintiff's rest periods were also often interrupted due to work demands.
13 Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest
14 periods to which they are entitled, upon information and belief, during at least a portion of the
15 relevant time period, Defendants maintained no mechanism for the payment of rest period
16 premium payments as required by Labor Code section 226.7 and did not pay Plaintiff or other
17 non-exempt employees any rest period premiums.

18 15. During Plaintiff's employment with Defendants, Plaintiff worked in excess of 8.0
19 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime
20 compensation at one and one-half times his regular rate of pay for working overtime hours.
21 Specifically, Plaintiff received non-discretionary incentive pay, bonuses, and/or other forms of
22 pay that are not excludable from an employee's "regular rate" of pay (hereinafter the
23 aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants'
24 payment of Incentive Pay to Plaintiff, Defendants failed to properly calculate Plaintiff's "regular
25 rate" of pay, thereby causing Plaintiff to be underpaid for his required overtime wages, in addition
26 to being underpaid for any meal period premium payments.

27 16. At all times relevant herein, Defendants failed to reimburse Plaintiff for all
28 reasonable and necessary work expenditures, including, but not limited to, cellular phone

expenses, which were incurred to communicate with Plaintiff's supervisors and co-workers under Plaintiff's supervision. Therefore, Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802.

17. As a result of the above violations, Defendants have issued inaccurate wage statements to Plaintiff and other non-exempt employees because, among other things, the wage statements issued do not include all wages earned and fail to reflect meal and rest period premium pay for meal and rest period violations.

18. As a result of the above violations, Defendants also failed to timely pay Plaintiff and other former non-exempt employees all wages owed at the time of their respective separations from employment.

CLASS ACTION ALLEGATIONS

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

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and/or payroll policies and practices, during the four years immediately preceding the filing of this Complaint through the present.
- b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and (i) were subject to Defendants' timekeeping and/or payroll policies and practices; and/or (ii) received Incentive Pay during a corresponding pay period, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this Complaint 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 of 3.5 hours or more, during the four years immediately preceding the filing of this Complaint through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not reimbursed for business expenses in California, during the four years immediately preceding the filing of this Complaint through the present.

f. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who were employed by Defendants during the one year immediately preceding the filing of this Complaint through the present.

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

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 and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than one hundred (100) individuals as to each Class. 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 including, without limitation to:

i. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;

ii. Whether Defendants failed to properly include all forms of Incentive Pay when

- 1 computing the respective regular rates for members of the Overtime Class;
- 2 iii. Whether Defendants violated the applicable Labor Code provisions, including, but
- 3 not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to
- 4 perform overtime work and not paying for said work in accordance with the
- 5 overtime laws of the State of California;
- 6 iv. Whether Defendants provided all legally compliant meal periods to members of
- 7 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 8 v. Whether Defendants provided all legally compliant rest periods to members of the
- 9 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 10 vi. Whether Defendants provided meal and rest period premium payments for non-
- 11 compliant meal and rest periods;
- 12 vii. Whether Defendants' reimbursement policies, and failure to reimburse members
- 13 of the Employee Expense Class for business expenditures necessarily incurred in
- 14 the performance of their work duties comply with Labor Code § 2802
- 15 viii. Whether Defendants furnished legally compliant wage statements to members of
- 16 the Wage Statement Class pursuant to Labor Code § 226; and
- 17 ix. Whether Defendants failed to pay members of the Waiting Time Class all of their
- 18 final wages at the time of separation of employment.

19 22. **Predominance of Common Questions:** Common questions of law and fact

20 predominate over questions that affect only individual members of the Classes. The common

21 questions of law set forth above are numerous and substantial and stem from Defendants' policies

22 and/or practices applicable to each individual class member, including Defendants' uniform

23 timekeeping policies and practices as well as Defendants' uniform meal and rest period

24 policies/practices. As such, these common questions predominate over individual questions

25 concerning each individual class member's showing as to their eligibility for recovery or as to the

26 amount of their damages.

27 23. **Typicality:** Plaintiff's claims are typical of the Classes' claims because

28 Defendants employed Plaintiff as a non-exempt employee in California during the statutes of

1 limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,
2 like the members of the Classes, was deprived of all minimum wages for all hours worked, was
3 not provided all meal periods, was not authorized and permitted all rest periods, did not receive
4 premium pay for meal and rest period violations, was not reimbursed for all necessary business
5 expenditures, was not paid all wages owed at termination of employment, and was not provided
6 with accurate, itemized wage statements.

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

13 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
14 an important public interest in establishing minimum working conditions and standards in
15 California. These laws and labor standards protect the average working employee from
16 exploitation by employers who have the responsibility to follow the laws and who may seek to
17 take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment. The nature of this action and the format of laws available to Plaintiff
19 and members of the Classes make the class action format a particularly efficient and appropriate
20 procedure to redress the violations alleged herein. If each employee was required to file an
21 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
22 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
23 their vastly superior financial and legal resources. Moreover, requiring each member of the
24 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
25 employees who would be disinclined to file an action against their former and/or current employer
26 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
27 employment. Further, the prosecution of separate actions by the individual class members, even
28 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

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

8 **FIRST CAUSE OF ACTION**

9 **MINIMUM WAGE VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

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

18 28. At all relevant times, Defendants failed to conform their pay practices to the
19 requirements of the law, including, but not limited to, by failing to pay for all hours actually
20 worked. Thus, Plaintiff and members of the Minimum Wage Class were not compensated for all
21 hours worked including, but not limited to, all hours they were subject to the control of Defendants
22 and/or suffered or permitted to work under the California Labor Code and Wage Order 14.

23 29. 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 30. 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 they 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 14.

31. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide 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.

34. 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 14. Wage Order 14, § 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.

35. 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)

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

37. 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 14, § 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 compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage Order 14, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

40. Wage Order 14, § 11 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor

Code § 226.7.

41. Defendants' policies and practices described herein are unlawful and create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and 1198 and Wage Order 14, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

**FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES
(AGAINST ALL DEFENDANTS)**

42. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

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

44. Furthermore, at all relevant times herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

45. Due to Defendants' unlawful policy and/or practice of requiring employees to use their own tools and personal cellular phones for work purposes, and failing to pay reimbursements to Plaintiff and members of the Employee Expense Class, Defendants have violated Labor Code § 2802.

46. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages in sums, which will be shown according to proof.

47. 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 48. 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 initial necessary expenditure.

6 **SIXTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 50. 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 complete and accurate itemized wage statements
13 in violation of Labor Code § 226 *et seq.*

14 51. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
15 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
16 them of the information necessary to identify the discrepancies in Defendants' reported data.

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

21 **SEVENTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(AGAINST ALL DEFENDANTS)**

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

25 54. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
26 an employer to pay all wages immediately at the time of termination of employment in the event
27 the employer discharges the employee or the employee provides at least 72 hours of notice of
28 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her

1 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

3 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
5 at their termination, including, among other things, all earned minimum and overtime wages and
6 all meal and rest period premiums owed.

7 56. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
8 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
9 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
10 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
11 willful within the meaning of Labor Code § 203.

12 57. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of wages up to thirty days from the time the wages were due. Therefore, Plaintiff and members
15 of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus
16 reasonable attorneys' fees and costs of suit.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

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

21 59. Defendants have engaged, and continue to engage, in unfair and/or unlawful
22 business practices in California in violation of California Business and Professions Code § 17200
23 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all earned overtime
24 wages; (b) failing to pay Plaintiff and members of the Minimum Wage Class at least the statutory
25 minimum wage for all hours worked; (c) failing to provide all required meal periods to Plaintiff
26 and members of Meal Period Class, and/or failing to pay them meal period premiums payments;
27 (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of
28 the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) failing to

1 issue accurate, itemized wage statements to Plaintiff and members of the Wage Statement Class;
2 and (f) failing to pay Plaintiff and members of the Waiting Time Class all wages due at separation
3 of employment.

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

9 61. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
10 conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks
11 full restitution of monies, as necessary and according to proof, to restore any and all monies
12 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
13 §§ 17203 and 17208.

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

19 **NINTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **(AGAINST ALL DEFENDANTS)**

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

23 64. Defendants have committed several Labor Code violations against Plaintiff,
24 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
25 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
26 employees, brings this representative action against Defendants to recover the civil penalties due
27 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
28 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 §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 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.

65. On June 10, 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 64 (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 his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

67. 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, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for injunctive relief and 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 Business and Professions Code § 17200 *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 64 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6 and 1194(a) and Civil Code §§ 3287 and 3289;

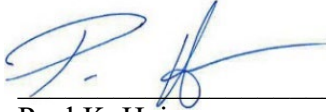
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

Dated: August 15, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

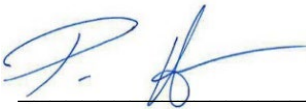
DEMAND FOR JURY TRIAL

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

Dated: August 15, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff