

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/16/2025 5:22 PM
By: Grace Powell, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LETICIA RICO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BOYD SPECIALTIES LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2523082

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

- (1) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194 and 1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and
558);**
- (4) **FAILURE TO REIMBURSE ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §§
2802, 2804);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (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 Leticia Rico (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant Boyd Specialties LLC, a
3 California limited liability company; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698
9 *et seq.*, 2802, and 2804, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”),
10 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court’s jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is and was at all times relevant herein, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 During the four years immediately preceding the filing of the Complaint in this action and within
25 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
26 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
27 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
28 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*

1 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, 2802,
2 and 2804, and Industrial Welfare Commission Wage Order 1, which sets employment standards
3 for the “Manufacturing Industry.”

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
5 period relevant to this action, Defendants did (and continue to do) business as a manufacturer of
6 beef jerky products.

7 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
8 mentioned herein, Defendants were licensed to do business in California and were the employers
9 of Plaintiff and of the members of the Classes (as defined in Paragraph 16).

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

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

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
2 Classes (as defined in Paragraph 16).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants are in the business of manufacturing beef jerky products. Defendants
5 employed Plaintiff in the non-exempt job position of “Labeler” (or similarly titled position) in
6 the packing department of its San Bernardino facility. Plaintiff was employed by Defendants
7 from approximately August 2022 until approximately January 17, 2025.

8 10. During Plaintiff’s employment with Defendants, Plaintiff worked over 8.0 hours
9 per workday and/or more than 40.0 hours per workweek but did not receive overtime
10 compensation equal to one and one-half times her regular rate of pay for working overtime hours.
11 Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary
12 incentive pay, including bonus payments that are not excludable from an employee’s “regular
13 rate” of pay (hereinafter, “Incentive Pay”). However, Defendants failed to properly calculate
14 Plaintiff’s and other non-exempt employees’ regular rates of pay as a result of their receipt of
15 Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

16 11. During her employment with Defendants, Defendants failed to provide Plaintiff
17 and other non-exempt employees with all legally compliant meal periods due to Defendants’
18 meal period policies/practices, which have resulted in late (commencing after the fifth hour of
19 work), short (less than 30 minutes of uninterrupted net time), and missed meal periods.
20 Specifically, Plaintiff was often provided with a late first meal period due to work demands
21 imposed by Defendants. Furthermore, Defendants meal period policies/practices failed to
22 provide Plaintiff and other non-exempt employees with a second timely, uninterrupted, duty-free
23 30-minute meal period when they worked shifts in excess of 10.0 hours. Defendants meal period
24 policies and practices also failed to provide Plaintiff and other non-exempt employees with 30
25 minutes of “net rest” due to the fact that employees had to use part of their break time walking
26 to and from their workstations to a suitable resting area. On those occasions when Plaintiff was
27 not provided with all legally-required meal periods to which she was entitled, Defendants failed
28 to compensate Plaintiff with the proper meal period premium for each workday in which she

1 experienced a meal period violation as mandated by Labor Code § 226.7. Additionally, upon
2 information and belief, during at least a portion of the class period, Defendants maintained no
3 payroll code or other mechanism for payment of meal period premiums under Labor Code §
4 226.7 in the event a legally compliant meal period was not provided to their non-exempt
5 employees.

6 12. During her employment with Defendants, Plaintiff and other non-exempt
7 employees were not authorized and permitted to take all legally compliant rest periods due to
8 work demands. Defendants rest period policies also failed to provide Plaintiff and other non-
9 exempt employees with 10 minutes of “net rest” due to the fact that employees had to use part
10 of their break time walking to and from their workstations to a suitable resting area. On the
11 occasions when Plaintiff was not provided with all of the legally compliant rest periods to which
12 she was entitled, Defendants failed to compensate Plaintiff with the required rest period premium
13 at the regular rate of pay for each workday in which she experienced a rest period violation as
14 mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the
15 putative class period, Defendants maintained no payroll code or other mechanism for the
16 payment of rest period premiums as required by Labor Code § 226.7 in the event a legally
17 compliant rest period was not provided to their non-exempt employees.

18 13. During Plaintiff’s employment with Defendants, Defendants also failed to
19 properly calculate the regular rate of pay when calculating their employees’ sick time pay due to
20 the payment of Incentive Pay, thus providing Plaintiff and other non-exempt employees with
21 sick time pay at below the regular rate of pay, in violation of California law.

22 14. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt
23 employees were required to use their personal cellular phones to communicate with co-workers
24 and to clock in and out of the timekeeping system. Defendants knew or should have known that
25 Plaintiff and other non-exempt employees were necessarily incurring expenses due to the use of
26 their personal cellular phones; however, Defendants failed to reimburse Plaintiff and other non-
27 exempt employees for the use of their personal cellular phones for business purposes.

28 15. As a result of Defendants’ failure to compensate Plaintiff and other non-exempt

employees for all overtime wages, all meal period and rest period premium wages, and sick time pay at the correct regular rate of pay, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all overtime wages, all meal period and rest period premium wages, and sick time pay at the correct regular rate of pay, Defendants failed to pay Plaintiff and other former non-exempt employees all wages owed at the time of their respective separations from employment.

CLASS ACTION ALLEGATIONS

16. Class Definitions: Plaintiff brings this Complaint 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 worked more than 8.0 hours per day and/or 40.0 hours per week and received Incentive Pay during a corresponding time period, during the four years immediately preceding the filing of the Complaint through the present.
- b. 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 the Complaint through the present.
- c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.
- d. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for the use of their personal cellular phones, during the four years preceding the filing of this action through the present.
- e. The Wage Statement Class consists of all members of the Overtime Class, Meal

Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

- f. The Waiting Time Class consists of all members of the Overtime Class, Meal Period Class, Rest Period Class, and/or those who have received Sick Pay, and who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint 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 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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 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, §§ 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 provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

- 1 vi. Whether Defendants' reimbursement policies, and failure to reimburse Plaintiffs
2 and members of the Employee Expense Class for business expenditures
3 necessarily incurred in the performance of their work duties comply with Labor
4 Code § 2802;
- 5 vii. Whether Defendants furnished legally compliant wage statements to members of
6 the Wage Statement Class pursuant to Labor Code § 226; and
- 7 viii. Whether Defendants' policies and/or practices for the timing and amount of
8 payment of final wages to Plaintiff and members of the Waiting Time Class at the
9 time of their separation of employment were lawful.

10 19. **Predominance of Common Questions:** Common questions of law and fact
11 predominate over questions that affect only individual members of the Classes. The common
12 questions of law and fact set forth above are numerous and substantial and stem from
13 Defendants' uniform policies and/or practices applicable to each individual class member
14 including, but not limited to, Defendants' meal and rest period policies and/or practices. As such,
15 the common questions predominate over individual questions concerning each individual class
16 member's showing as to his or her eligibility for recovery or as to the amount of his or her
17 damages.

18 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
19 Plaintiff was employed by Defendants as a non-exempt employee in California during the
20 statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein,
21 Plaintiff, like the members of the Classes, was not properly paid overtime wages due to
22 Defendants' failure to compensate her at the regular rate of pay, was not provided all required
23 meal periods, was not authorized and permitted to take all required rest periods, did not receive
24 meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was
25 not issued accurate itemized wage statements, and/or did not receive all final wages owed to her
26 upon her separation of employment with Defendants.

27 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
28 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,

1 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members
2 of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
3 and-hour class actions in state and federal courts in the past and are committed to vigorously
4 prosecuting this action on behalf of the members of the Classes.

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

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
6 1198, which provides that non-exempt employees are entitled to all overtime wages and
7 compensation for all overtime hours worked and provide a private right of action for the failure
8 to pay all overtime compensation for overtime work performed.

9 25. At all times relevant herein, Defendants were required to properly compensate
10 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
11 hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3
12 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
13 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in
14 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate
15 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
16 for such hours.

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

22 **SECOND CAUSE OF ACTION**

23 **MEAL PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 27. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 failed in their affirmative obligation to provide all of their non-exempt employees in California,
28 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal

1 periods in accordance with the mandates of the California Labor Code and Wage Order 9, § 11.
2 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs
3 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
4 California Labor Code §§ 204, 210, 226.7, and 512.

5 29. As a result, Defendants are responsible for paying premium compensation for
6 meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 9, including
7 interest thereon, statutory penalties, civil penalties, and costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 31. Wage Order 9, § 12 and Labor Code §§ 226.7 and 516 establish the right of
13 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
14 period worked, or major fraction thereof.

15 32. As alleged herein, Defendants failed to authorize and permit Plaintiff and
16 members of the Rest Period Class to take all required rest periods.

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

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

23 **(AGAINST ALL DEFENDANTS)**

24 34. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

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

36. 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.”

37. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular phones and to purchase equipment, including work boots, earmuffs, work gloves, and knee pads, for work-related purposes, and failing to pay reimbursements to Plaintiff and members of the Employee Expense Class, Defendants have violated Labor Code § 2802.

38. 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.

39. Plaintiff and members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

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

10 **SIXTH CAUSE OF ACTION**
11 **WAITING TIME PENALTIES**
12 **(AGAINST ALL DEFENDANTS)**

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

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

20 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
22 at their separation from employment, including overtime wages, and meal and rest period
23 premium wages.

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

28 49. Defendants' failure to pay all final wages was willful within the meaning of Labor

1 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
2 Time Class their earned wages upon separation from employment results in a continued payment
3 of wages up to thirty days from the time the wages were due.

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

6 **SEVENTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

8 **(AGAINST ALL DEFENDANTS)**

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

10 52. Defendants have engaged and continue to engage in unfair and/or unlawful
11 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
12 (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (b) failing to
13 provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are
14 entitled, and/or failing to pay them meal period premium payments; (c) failing to authorize and
15 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class,
16 and/or failing to pay them rest period premiums payments; (d) (e) failing to pay all wages owed
17 to Plaintiff and the Waiting Time Class; and (f) knowingly failing to furnish Plaintiff and the
18 Wage Statement Class with all accurate and complete, itemized wage statements in violation of
19 Labor Code § 226.

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

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

1 and 17208.

2 55. The acts complained of herein occurred within the last four years immediately
3 preceding the filing of the Plaintiff's Complaint.

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

9 **EIGHTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(AGAINST ALL DEFENDANTS)**

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

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

28 a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all

1 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
2 1198;

3 b. Failing to provide all legally required meal periods, and failure to pay meal period
4 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
5 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
6 512, 558, and 1198;

7 c. Failing to authorize and permit all legally required rest periods, and failure to pay
8 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
9 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
10 516, 558, and 1198;

11 d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
12 employees for all necessary work expenses incurred in violation of Labor Code §§
13 2802 and 2804;

14 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
15 employees with complete, accurate, itemized wage statements in violation of
16 Labor Code § 226;

17 f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
18 twice during each calendar month in violation of Labor Code § 204; and

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

21 59. On August 11, 2025, Plaintiff notified Defendants via certified mail, and notified
22 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
23 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
24 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
25 California Labor Code identified in Paragraph 58 (a)-(g). Now that sixty-five days have passed
26 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
27 provided notice that it intends to investigate the violations, Plaintiff has exhausted her
28 administrative requirements for bringing a claim under the Private Attorneys General Act with

respect to these violations.

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

61. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she 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 representatives 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, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
8. Upon Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201- 203;
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 Bus. & Prof. 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) \$250.00 for each initial
8 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
9 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for
11 which no civil penalty is specifically provided, based on the Labor Code violations identified in
12 Paragraph 58 (a)-(g);

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

15 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
16 §§ 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

18
19 Dated: October 16, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

20
21 By:



Paul K. Haines
Attorneys for Plaintiff

22
23 ///

24 ///

25 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: October 16, 2025

By:

Paul K. Haines
Attorneys for Plaintiff