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FILED
 Superior Court of California
 County of Los Angeles
 12/01/2025
 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**

ESTHER PRICE, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

HITACHI HIGH-TECH AMERICA, INC., a
 Delaware corporation; HITACHI HIGH-
 TECH SCIENCE AMERICA, INC., a
 California corporation; and DOES 1 through
 100,

Defendants.

Case No.: 25STCV28131

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

- 1. FAILURE TO PAY ALL
 OVERTIME WAGES (LABOR
 CODE §§ 204, 510, 558, 1194, 1198);**
- 2. MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- 3. REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 558);**
- 4. FAILURE TO REIMBURSE FOR
 ALL NECESSARY BUSINESS
 EXPENDITURES (LABOR CODE
 §§ 2802, 2804);**
- 5. WAGE STATEMENT PENALTIES
 (LABOR CODE § 226 *et seq.*);**
- 6. UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- 7. CIVIL PENALTIES UNDER
 THE PRIVATE ATTORNEYS
 GENERAL ACT (LABOR
 CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Esther Price (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby bring this First Amended Class and Representative Action Complaint against Defendants
3 Hitachi High-Tech America, Inc., a Delaware corporation, Hitachi High-Tech Science America,
4 Inc., a California corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

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

15 **VENUE**

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

21 **THE PARTIES**

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

2804, and Wage Order 1, which sets employment standards for manufacturing industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engage in and continue to engage in the business of manufacturing, selling, and servicing semiconductor manufacturing equipment, analytical instrumentation, scientific instruments, bio-related products, as well as industrial equipment, electronic devices, electronic and industrial materials, consumer electronic products, wireless mobile telephones, and hard disk manufacturing systems, and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of

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

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Plaintiff has been employed by Defendants in the non-exempt positions of “Wire
7 Bonding Tech” and “Detector Fabrication Lab Tech” (or similarly titled positions) from
8 approximately December 1, 2020 to the present. Plaintiff’s job duties included, but were not
9 limited to, assembling and connecting wiring for certain parts, and cleaning and testing parts.

10 10. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt
11 employees have regularly worked over eight (8) hours per workday, forty (40) hours per
12 workweek, and/or twelve (12) hours per workday, but have only rarely received overtime
13 compensation equal to one and one-half times their regular rate of pay for working overtime
14 hours, and/or double their regular rate of pay for working over 12 hours in a workday, due to
15 Defendants’ policies/practices, which precluded them from recording the overwhelming majority
16 of their overtime hours worked. Plaintiff was told by her managers, including Melody Zhang, not
17 to record her overtime hours worked. When filling out her timesheets, Plaintiff was told by her
18 supervisor to simply indicate that she had worked for a set schedule of eight hours in the day,
19 rather than record her actual start and stop times, regardless of the number of hours she had
20 actually worked, which was often over eight (8) hours in a workday. At all relevant times during
21 the putative class period, Plaintiff’s and the other non-exempt employees’ job duties did not
22 qualify them for the executive, administrative, or professional exemptions, and their wages were
23 below the threshold to qualify as exempt employees. As a result of Defendants’ unlawful
24 policies/practices, Defendants have failed to compensate Plaintiff and other non-exempt
25 employees for all overtime wages owed.

26 11. Further, Plaintiff and other non-exempt employees received non-discretionary
27 incentive pay, including but not limited to “Incentive Payments” for the first and second halves
28 of each fiscal year, denoted as “Incentive (field 4)” on Plaintiff’s wage statements, and/or other

forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). On the extremely rare occasions when Plaintiff and other non-exempt employees were paid any overtime, Defendants have failed to properly calculate their "regular rate" of pay, thereby causing them to be underpaid for their overtime wages.

12. Defendants have also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they have failed to provide Plaintiff and other non-exempt employees with a timely full 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Due to the nature of their work, Plaintiff and other non-exempt employees were often required to work through their meal periods or to begin their meal periods after the completion of five hours of work. Moreover, Plaintiff and other non-exempt employees' meal periods were also regularly interrupted due to work demands. Additionally, Plaintiff and other non-exempt employees' meal periods were regularly cut short (i.e., less than 30 minutes) because Plaintiff and other non-exempt employees had to leave Defendants' laboratory and walk to the break room, remove their protective equipment, then put their protective equipment back on and be back in the laboratory by the end of the 30-minute meal period. Defendants also failed to relieve Plaintiff and other non-exempt employees of all job duties during their meal periods because Defendants required them to keep their personal cellular phones on their persons during meal periods in order to be available for work-related communications. Upon information and believe, during at least a portion of the relevant time period, Defendants failed to record employee meal periods. Despite Defendants' failure to provide Plaintiff and other non-exempt employees with all lawful meal periods to which they were entitled, Defendants failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

13. Plaintiff and other non-exempt employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Similar to employee meal periods, Plaintiff and other non-

1 exempt employees' rest periods were regularly interrupted due to work demands, and Defendants
2 failed to authorize and permit Plaintiff and other non-exempt employees to take any duty-free rest
3 periods at all because they were prohibited from leaving the premises and were required to keep
4 their personal cell phones on their persons in order to be available for work-related
5 communications. Despite Defendants' failure to authorize and permit Plaintiff and other non-
6 exempt employees to take all legally-compliant rest periods, Defendants failed to provide Plaintiff
7 and other non-exempt employees with an additional hour of premium pay for each workday in
8 which a rest period violation occurred, as required by Labor Code § 226.7.

9 14. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
10 all reasonable and necessary work expenditures, including, but not limited to, tools. Further,
11 Defendants required Plaintiff and other non-exempt employees to use their cellular phone to
12 communicate with supervisors and other employees for work-related purposes but did not
13 reimburse Plaintiff and other non-exempt employees for a reasonable portion of their monthly
14 cellular phone bills. As a result of Defendants' failure to reimburse Plaintiff and other non-exempt
15 employees for all necessary business expenses incurred, Plaintiff and other non-exempt
16 employees are entitled to reimbursement pursuant to Labor Code § 2802.

17 15. As a result of Defendants' failure to pay all overtime wages and meal and rest
18 period premium wages earned, Defendants have maintained inaccurate payroll records and issued
19 inaccurate wage statements to Plaintiff.

20 **CLASS ACTION ALLEGATIONS**

21 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
22 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 23 a. The Overtime Class consists of all of Defendants' current and former non-exempt
24 employees in California who worked more than eight (8) hours per day and/or
25 forty (40) hours per week and: (i) were subject to Defendants' timekeeping policies
26 and/or practices; and/or (ii) received Incentive Pay in a corresponding pay period,
27 during the four years immediately preceding the filing of this action through the
28 present.

b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of this action through the present.

c. 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 this action 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 necessary business expenses incurred during the four years immediately 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, during the one year 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 members of the Classes number greater than thirty (30) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants properly paid all overtime wages to members of the Overtime Class;

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

- 1 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
2 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
3 iv. Whether Defendants provided meal and rest period premium payments for non-
4 compliant meal and rest periods;
5 v. Whether Defendants' reimbursement policies, and failure to reimburse Plaintiff
6 and members of the Employee Expense Class for business expenditures
7 necessarily incurred in the performance of their work duties, comply with Labor
8 Code § 2802; and
9 vi. Whether Defendants furnished legally compliant wage statements to members of
10 the Wage Statement Class pursuant to Labor Code § 226.

11 19. **Predominance of Common Questions:** Common questions of law and fact
12 predominate over questions that affect only individual members of the Classes. The common
13 questions of law set forth above are numerous and substantial and stem from Defendants' policies
14 and/or practices applicable to each individual class member, including but not limited to
15 Defendants' timekeeping policies/practices, and meal and rest period policies/practices. As such,
16 the common questions predominate over individual questions concerning each individual class
17 member's showing as to their eligibility for recovery or as to the amount of their 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 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
21 herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages
22 owed due to Defendants' timekeeping policies/practices, was not provided all required meal
23 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
24 compliant meal and rest periods, was not reimbursed for all business expenses owed, was not paid
25 all wages owed at termination of employment, and was not provided with accurate, compliant,
26 itemized wage statements.

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

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

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

Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

24. 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.

25. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for all overtime hours work. Defendants caused Plaintiff and members of the Overtime Class to work overtime hours, but failed to credit these employees with all overtime hours actually worked.

26. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class members 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, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

28. 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

1 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
2 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
3 of the Meal Period Class at their respective regular rates of compensation, 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 meal
6 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
7 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

8 **THIRD CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 30. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
13 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
14 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
15 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
16 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
17 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
18 required by Labor Code § 226.7.

19 31. Defendants' policies and practices described herein are unlawful and create an
20 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
21 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
22 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
23 516, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

26 **(AGAINST ALL DEFENDANTS)**

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

28 33. At all relevant times herein, Defendants were subject to Labor Code § 2802, which

1 states that “an employer shall indemnify his or her employees for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
3 his or her obedience to the directions of the employer.”

4 34. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
5 states that “any contract or agreement, express or implied, made by any employee to waive the
6 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
7 employee or his personal representative of any right or remedy to which he is entitled under the
8 laws of this State.”

9 35. As alleged herein, due to Defendants’ unlawful reimbursement policies/practices,
10 Defendants failed to indemnify Plaintiff and members of the Employee Expense Class for all
11 necessary business expenses incurred, including, among other things, personal cellular phone
12 usage and the purchase of tools for work purposes.

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

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

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

22 **FIFTH CAUSE OF ACTION**

23 **WAGE STATEMENT VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

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

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
28 and members of the Wage Statement Class with complete and accurate itemized wage statements

1 in violation of Labor Code § 226 *et seq.*

2 41. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
3 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
4 them of the information necessary to identify the discrepancies in Defendants' reported data, and
5 deprived them of the information required to be included under Labor Code § 226(a).

6 42. Defendants' failures create an entitlement to recovery by Plaintiff and members of
7 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 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

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

14 44. Defendants have engaged and continue to engage in unfair and/or unlawful
15 business practices in California in violation of California Business and Professions Code § 17200
16 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages
17 owed; (b) failing to provide Plaintiff and members of the Meal Period Class with all meal periods
18 to which they are entitled, and failing to pay them meal period premium payments; (c) failing to
19 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they
20 are entitled, and failing to pay them rest period premium payments; (d) failure to reimburse all
21 business expenses to members of the Employee Expense Class; and (e) failing to issue accurate
22 and itemized wage statements to the Wage Statement Class.

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

28 46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

50. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$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 (4) \$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 §§ 510, 558, 1194, and 1198;
- b. 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;
- c. 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;
- d. 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;
- 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 pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

51. On September 23, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 50 (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

1 that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements
2 for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

5 53. Plaintiff was compelled to retain the services of counsel to file this court action to
6 protect her interests and the interests of other aggrieved employees, and to assess and collect the
7 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
8 she is entitled to receive under California Labor Code § 2699(g).

9 **PRAYER**

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

- 12 1. For an order certifying the proposed Classes;
- 13 2. For an order appointing Plaintiff as representative of the Classes;
- 14 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 15 4. Upon the First Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 17 5. Upon the Second Cause of Action, for compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 19 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 21 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
22 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 23 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
24 226;
- 25 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
26 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
27 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
28 *seq.*;

1 10. Upon the Seventh 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 which
11 no civil penalty is specifically provided, based on the Labor Code violations identified in
12 Paragraph 50 (a)-(i);

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

15 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
16 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

18
19 Dated: December 1, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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21 By:



Paul K. Haines
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: December 1, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff