

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
 phaines@haineslawgroup.com
 Sean M. Blakely (SBN 264384)
 sblakely@haineslawgroup.com
 Kristopher N. Tayyeb (SBN 320126)
 ktayyeb@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

02/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MIGUEL HERNANDEZ, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

SMG STONE COMPANY, INC., a California
 corporation; and DOES 1 through 100,

Defendants.

CASE NO. 25STCV38571

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

- (1) **FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 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) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT PENALTIES
 (LABOR CODE § 226 *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS
 GENERAL ACT (LABOR CODE
 § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Miguel Hernandez (“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 SMG Stone Company, Inc., a California Corporation, and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 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 California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698
10 *et seq.*, 2802, and 2804, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), 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 **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 §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, 2802, and

1 2804, and Wage Order 4, which sets employment standards for mechanical industry.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engage in and continue to engage in the business of supplying and installing stone for
5 construction projects and employed Plaintiff and other, similarly-situated non-exempt employees
6 within Los Angeles County, and the State of California and, therefore, were (and are) doing
7 business in Los Angeles County and the State of California.

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

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

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

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

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff worked for the Defendants as a non-exempt “Machine Maintenance
4 Mechanic” from approximately May 2016 to approximately May 30, 2025. From the beginning
5 of his employment until late 2023, Defendants classified Plaintiff as a non-exempt employee.
6 From approximately late 2023 to the end of his employment, Defendants misclassified Plaintiff
7 as exempt, despite him not meeting the requirements for any such exemption. Plaintiff’s job duties
8 included, but were not limited to, performing maintenance on stone-cutting machines, acting as a
9 mechanic for Defendants’ trucks, and driving trucks to drop off materials at job sites.

10 10. Throughout Plaintiff’s employment with Defendants, Plaintiff regularly worked
11 overtime hours, including hours in excess of eight (8) hours per workday and/or forty (40) forty
12 hours per workweek. From at least late 2023 through the end of Plaintiff’s employment,
13 Defendants failed to pay Plaintiff and other non-exempt employees overtime wages for hours in
14 excess of eight hours per workday and/or 40 forty hours per workweek due to Defendants’
15 misclassification of Plaintiff as salaried exempt. Instead, Defendants mischaracterized Plaintiff
16 and other non-exempt employees as exempt from California’s overtime requirements, despite
17 Plaintiff and other employees not meeting the requirements for any such exemption and being
18 paid a monthly salary that was below two times the applicable minimum wage for full time
19 employment. During the time period in which Defendants classified Plaintiff as salaried exempt,
20 Plaintiff was not employed in an executive, administrative, or professional capacity; was not
21 primarily engaged in the duties that meet the exemptions for executive, administrative, or
22 professional workers under Wage Order 4; and did not customarily and regularly exercise
23 discretion and independent judgment in performing the aforementioned job duties. During this
24 time period, Plaintiff also did not have the authority to hire and fire other employees, nor did he
25 make any suggestions or recommendations as to the hiring, firing, advancement, promotion or
26 any other change of status of other employees. Upon information and belief, Defendants did not
27 and have not undertaken any analysis to determine whether an individual’s job duties and/or
28 salary meets the requirements for any exemption under the Wage Order. Due to Defendants’

misclassification of Plaintiff and other exempt employees, Defendants failed to pay any overtime wages for hours worked in excess of 8.0 hours in a workday and/or 40.0 hours per workweek and have therefore deprived Plaintiff and other employees of earned overtime wages

11. Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in missed, short (less than 30 minutes), and late (commencing after the fifth hour of work) meal periods. Defendants also failed to provide Plaintiff and other non-exempt employees with a second 30-minute meal period for shifts of over 10.0 hours. Plaintiff's and other non-exempt employees' meal periods were also regularly interrupted due to work demands. During the time period in which Defendants classified Plaintiff as exempt, Defendants failed to provide off-duty compliant meal periods due to Defendants' misclassification of Plaintiff as a salaried exempt employee. 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. Upon information and belief, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to their non-exempt employees.

12. 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, which did not authorize and permit legally-compliant off-duty rest periods. As a result of work demands, Plaintiff was never authorized and permitted an off-duty rest period. During the time period in which Defendants classified Plaintiff as exempt, Defendants failed to provide off-duty compliant rest periods due to Defendants' misclassification of Plaintiff as a salaried exempt employee. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all legally-compliant rest periods, Defendants failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code §

226.7.

13. Defendants also failed to reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to tools such as drills, drill bits, and battery chargers. Further, Defendants required Plaintiff and other employees to use their cellular phone to communicate with supervisors and other employees for work-related purposes, as well as required Plaintiff to use his cellular phone to take and send photos of his work, but did not reimburse Plaintiff and other employees for a reasonable portion of their monthly cellular phone bills. As a result of Defendants' failure to reimburse Plaintiff and other non-exempt employees for all necessary business expenses incurred, Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code § 2802.

14. As a result of Defendants' failure to pay all overtime wages, as well as all meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to pay all overtime wages, failure to pay all meal and rest period premium wages, and failure to indemnify for all business expenses, Defendants failed to pay all wages owed to Plaintiff and other non-exempt employees at the time of their separation from employment.

CLASS ACTION ALLEGATIONS

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

- a. The Overtime Class consists of all of Defendants' current and former employees in California who were classified as exempt employees and who worked more than eight (8) hours per day and/or forty (40) hours per week, during the four years immediately preceding the filing of this lawsuit through the present..
- b. The Meal Period Class consists of all of Defendants' current and former employees in California who worked at least one shift in excess of 5.0 hours and/or one shift in excess of 10.0 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 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 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 Waiting Time Penalty Class consists of Defendants' formerly employed members of the Overtime Class, Rest Period Class, Meal Period Class, and/or Employee Expense Class during the three years immediately preceding the filing of the Complaint through the present.

f. 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.

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

17. **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;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to

- 1 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 2 iv. Whether Defendants provided meal and rest period premium payments for non-
- 3 compliant meal and rest periods;
- 4 v. Whether Defendants' reimbursement policies, and failure to reimburse Plaintiff
- 5 and members of the Employee Expense Class for business expenditures
- 6 necessarily incurred in the performance of their work duties, comply with Labor
- 7 Code § 2802;
- 8 vi. Whether Defendants furnished legally compliant wage statements to members of
- 9 the Wage Statement Class pursuant to Labor Code § 226; and
- 10 vii. Whether Defendants' policies and/or practices for the timing and amount of
- 11 payment of final wages to members of the Waiting Time Class at the time of their
- 12 separation of employment were lawful.

13 18. **Predominance of Common Questions:** Common questions of law and fact

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

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

16 and/or practices applicable to each individual class member, including but not limited to

17 Defendants' overtime policies/practices, and meal and rest period policies/practices. As such, the

18 common questions predominate over individual questions concerning each individual class

19 member's showing as to their eligibility for recovery or as to the amount of their damages.

20 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

21 Plaintiff was employed by Defendants in California during the statute(s) of limitations period

22 applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the

23 members of the Classes, was not paid all overtime wages, was not provided all required meal

24 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-

25 compliant meal and rest periods, was not reimbursed for all business expenses owed, was not paid

26 all wages owed at termination of employment, and was not provided with accurate, compliant,

27 itemized wage statements.

28 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

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

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

As such, the Classes identified in Paragraph 15 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)

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

23. 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.

24. 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 4. Wage Order 4, § 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 worked. 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.

25. 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)

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

27. 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,

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

6 28. As a result, Defendants are responsible for paying premium compensation for meal
7 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
8 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

9 **THIRD CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

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

20 31. Defendants' policies and practices described herein are unlawful and create an
21 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
22 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
23 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
24 516, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

27 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

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

23 **FIFTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

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

27 40. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which
28 require an employer to pay all wages immediately at the time of separation of employment in the

1 event the employer discharges the employee or the employee provides at least 72 hours of notice
2 of their intent to quit. In the event the employee provides less than 72 hours of notice of their
3 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
4 employee's last date of employment.

5 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
7 at their separation from employment, including unpaid overtime wages, unpaid meal and rest
8 period premium wages, as well as unreimbursed business expenses.

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

13 43. Defendants' failure to pay all final wages was willful within the meaning of Cal.
14 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the
15 Waiting Time Class their earned wages upon separation from employment results in a continued
16 payment of daily wages up to thirty days from the time the wages were due.

17 44. Plaintiff and members of the Waiting Time Class are entitled to compensation
18 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

19 **SIXTH CAUSE OF ACTION**

20 **WAGE STATEMENT PENALITIES**

21 **(AGAINST ALL DEFENDANTS)**

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

23 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
25 and members of the Wage Statement Class with complete and accurate itemized wage statements
26 in violation of Labor Code § 226 *et seq.*

27 47. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
28 with complete and accurate itemized wage statements resulted in injury, as said failures deprived

1 them of the information necessary to identify the discrepancies in Defendants' reported data, and
2 deprived them of the information required to be included under Labor Code § 226(a).

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

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

26 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
27 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
28 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.

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

54. 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.

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

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

56. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$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

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 employees
5 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and
6 558;

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, and 558;

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 timely pay all final wages and compensation earned by Plaintiff, the
15 Waiting Time Class, and other aggrieved employees at the time of separation in
16 violation of Labor Code §§ 201, 202, and 203;

17 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
18 employees with complete, accurate, itemized wage statements in violation of Labor
19 Code § 226;

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

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

24 57. On December 23, 2025, Plaintiff notified Defendants via certified mail, and notified
25 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
26 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil
27 penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California
28 Labor Code identified in Paragraph 56 (a)-(h). Now that sixty-five days have passed from Plaintiff

1 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
2 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
3 for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

10 **PRAYER**

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

- 13 1. For an order certifying the proposed Classes;
- 14 2. For an order appointing Plaintiff as representative of the Classes;
- 15 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 16 4. Upon the First Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 5. Upon the Second Cause of Action, for compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 20 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 22 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 24 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
25 Labor Code §§ 201-203;
- 26 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
27 226;
- 28 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 Business and Professions Code § 17200 *et seq.*;

11. Upon the Eighth 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) \$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 Labor Code violations identified in Paragraph 56 (a)-(h);

12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and 2699(g); and Civil Code §§ 3287 and 3289;

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

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

Dated: February 27, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

///

///

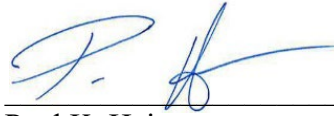
DEMAND FOR JURY TRIAL

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

Dated: February 27, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff