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FILED
Superior Court of California
County of Los Angeles

02/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

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

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

Plaintiff,

vs.

TROPHY UNIVERSAL CITY GROUP
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV36911

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) FAILURE TO INDEMNIFY FOR
ALL NECESSARY BUSINESS
EXPENDITURES (LABOR CODE §§
2802 and 2804);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (9) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§ 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiff Miguel Beltran (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Trophy Universal City Group LLC, a California limited liability company;
4 and DOES 1 to 10, inclusive (collectively “Defendants”), and on information and belief alleges
5 as follows:

6 **JURISDICTION**

7 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties
8 under California Business and Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226,
9 226.7 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and
10 2804, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in addition to seeking
11 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
12 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
13 Code because the amount in controversy exceeds 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 the County of Los Angeles. Defendants own, maintain offices, transact business, have
18 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
20 service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*

1 *seq.*, 2802, and 2804, and Industrial Welfare Commission Wage Order 4 which sets employment
2 standards for the professional and technical industries.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business by selling and repairing automobiles, and employed Plaintiff and other,
6 similarly-situated non-exempt employees within Los Angeles County and the state of California
7 and, therefore, were (and are) doing business in 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 17) 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 times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions 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

members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate several car dealerships and service centers throughout Los Angeles County. Plaintiff was employed by Defendants from approximately September 2018 to January 3, 2025, in the non-exempt position of “Automotive Technician” (or similarly titled position) at Defendants’ Universal City Nissan location. Plaintiff’s primary job responsibility was to perform internal repairs on cars.

10. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt employees were paid on a piece-rate (or commission) basis, whereby Plaintiff was paid a “Personal Revenue Bonus” based on the number of hours billed on repair orders pursuant to the Service Technician Pay Plan. Despite the fact that Plaintiff and other non-exempt employees recorded their actual hours on either a timeclock or an app on their personal cellular phones, wages earned for these hours worked were treated as an advance against the employee’s piece-rate/commission earnings, as only those piece-rate/commission earnings in excess of the “hourly wages” were paid out as piece-rate/commission earnings. While paying Plaintiff and other non-exempt employees on a commission-only basis, Defendants failed to separately compensate Plaintiff and other non-exempt employees for time spent working on tasks which were not compensated on a commission-only basis, including, but not limited to, cleaning their workstations, moving vehicles, and completing paperwork (i.e., non-productive time). As a result, Plaintiff and other non-exempt employees were not paid at least the minimum wage for all hours worked.

11. At all times relevant herein, and upon information and belief, Plaintiff alleges that Defendants failed to pay Plaintiff and other non-exempt employees for all hours worked. Specifically, due to work demands imposed by Defendants, Plaintiff and other non-exempt employees were required by their supervisors to work through their purported breaks while off-the-clock, resulting in Plaintiff and other non-exempt employees not being paid for all their hours actually worked. Plaintiff’s supervisors, including the Service Manager, also discouraged non-exempt employees from working overtime but still required Plaintiff and other non-exempt

1 employees to clock out after an 8.0-hour shift and continue working off-the-clock until they had
2 completed their tasks. As a result, Plaintiff alleges that Defendants failed to pay him and other
3 non-exempt employees all minimum and overtime wages.

4 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
5 legally compliant meal periods due to Defendants' meal period policies/practices, which have
6 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed
7 meal periods. Specifically, due to work demands imposed by Defendants, Plaintiff was regularly
8 not provided with a first meal period prior to the conclusion of his fifth hour of work and/or had
9 to clock out but keep on working through his lunch break. When Plaintiff or other non-exempt
10 employees clocked out after the fifth hour, the Service Manager would notify them that the time
11 punch needed to be changed to reflect an earlier meal period, even if Plaintiff was not able to take
12 a meal period at the earlier time. If Plaintiff did not alter his time punch to falsely reflect an earlier
13 meal period, the Service Manager would alter the time punch instead. Additionally, Defendants
14 failed to provide Plaintiff with second meal periods on shifts over 10.0 hours. On those occasions
15 when Plaintiff was not provided with all legally compliant meal periods to which he was entitled,
16 Defendants failed to always compensate Plaintiff with the required meal period premium(s) for
17 each workday in which he experienced a meal period violation as mandated by Labor Code §
18 226.7.

19 13. Defendants have also failed to authorize and permit all required rest periods for
20 Plaintiff and other non-exempt employees as Defendants' rest period policies/practices failed to
21 authorize and permit employees to take an off-duty rest period of at least 10 minutes for every
22 four hours worked, or major fraction thereof. Specifically, Plaintiff was often prevented from
23 taking rest periods due to work demands imposed by Defendants, or he was interrupted by work
24 demands before the end of the 10-minute rest period. Despite failing to authorize and permit
25 Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon
26 information and belief, during at least a portion of the relevant time period, Defendants
27 maintained no mechanism for the payment of rest period premium payments as required by Labor
28 Code § 226.7 and did not always pay Plaintiff or other non-exempt employees any rest period

1 premiums when they experienced a rest period violations.

2 14. During a portion of Plaintiff's employment with Defendants, Defendants also
3 failed to reimburse Plaintiff and other non-exempt employees for all necessary business expenses.
4 Specifically, Defendants required Plaintiff and other non-exempt employees to use their personal
5 cellular phones to communicate with managers, supervisors, and/or customers; however,
6 Defendants failed to always reimburse Plaintiff and other non-exempt employees for the costs
7 associated with their cellular phones. As a result, Defendants have failed to reimburse Plaintiff
8 and other non-exempt employees for expenses incurred in the course of their employment.

9 15. As a result of Defendants' failure to pay all minimum and overtime wages and all
10 meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed
11 to issue accurate, compliant, itemized wage statements. Furthermore, Defendants issued facially
12 deficient wage statements to Plaintiff and other non-exempt employees, which failed to list all
13 applicable hourly rates of pay and the corresponding number of hours worked at each hourly rate
14 of pay in violation of Labor Code § 226(a)(9).

15 16. As a further result of Defendants' failure to compensate Plaintiff and other non-
16 exempt employees for all minimum wages, overtime wages, and all meal and rest period premium
17 wages, Defendants failed to pay Plaintiff and other non-exempt employees all wages owed at the
18 time of his separation of employment with Defendants.

19 **CLASS ACTION ALLEGATIONS**

20 17. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the
21 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 22 a. The Minimum Wage Class consists of all of Defendants' current and former non-
23 exempt employees in California who were paid on a commission and/or piece rate
24 basis during the four years immediately preceding the filing of this Complaint
25 through the present.
- 26 b. The Overtime Class consists of all Defendants' current and former non-exempt
27 employees in California who worked over 8.0 hours in a day and/or 40.0 hours in
28 a week, during the four years immediately preceding the filing of this Complaint

through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this Complaint through the present.

e. The Expense Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who used their personal cellular phones for business related purposes, during the four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all Defendants' current and former non-exempt employees in California who received a wage statement from Defendants in California during the one year immediately preceding the filing of this Complaint through the present.

g. The Waiting Time Class consists of all formerly employed members of the Overtime Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who separated their employment from Defendants during the four years immediately preceding the filing of this Complaint through the present.

18. **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 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.

19. **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

1 situated non-exempt employees, which predominate over questions affecting only individual
2 members including, without limitation to:

- 3 i. Whether Defendants violated the applicable Labor Code provisions including, but
4 not limited to §§ 226.2, 1182.12, 1194, 1194.2 and 1197 by failing to pay all
5 members of the Minimum Wage Class at least the minimum wage for all hours
6 worked;
- 7 ii. Whether Defendants violated the applicable Labor Code provisions including, but
8 not limited to §§ 510 and 1194 by requiring overtime work and not paying for said
9 work according to the overtime laws of the State of California;
- 10 iii. Whether Defendants provided all legally compliant meal periods to members of
11 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 12 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
13 members of the Rest Period Class pursuant to Labor Code §§ 226.2, 226.7 and
14 516;
- 15 v. Whether Defendants' reimbursement policies/practices failed to reimburse or
16 indemnify Expense Reimbursement Class members for necessary business
17 expenditures, thereby depriving members of the Expense Reimbursement Class of
18 all reimbursements to which they have been entitled as a matter of law;
- 19 vi. Whether Defendants furnished legally compliant wage statements to members of
20 the Wage Statement Class pursuant to Labor Code § 226 and 226.2; and
- 21 vii. Whether Defendants' policies and/or practices for the timing and amount of
22 payment of final wages to members of the Waiting Time Class at the time of their
23 separation of employment were lawful.

24 20. **Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies
27 and/or practices applicable to each individual class member, such as Defendants' uniform Pay
28 Plans and rest period policies/practices. As such, the common questions predominate over

individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum and overtime wages, was not authorized and permitted all required meal and rest periods, was not reimbursed for all necessary business expenditures, did not receive complete and accurate wage statements, and was not paid all final wages owed to him upon separation of employment with Defendants.

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

23. **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 Classes 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 are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES

(AGAINST ALL DEFENDANTS)

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

25. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff for all hours worked, including, but not limited to, all hours he was subject to Defendants' control and/or were suffered or permitted to work under the Labor Code and Wage Order 4.

26. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to Defendants' uniform piece-rate/commission compensation structure for Plaintiff, which resulted in Plaintiff

only being paid on Defendants' piece-rate/commission-based system, as opposed to being paid for all hours actually worked. Accordingly, Plaintiff was not paid at least the legal minimum wage for all hours actually worked.

27. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 4.

29. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 1194 *et seq.*, and 1198; and Code of Civil Procedure § 1021.5.

30. As a consequence of Defendants' non-payment of minimum wages, Plaintiff seeks penalties pursuant to the Wage Order 4, § 20(A) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

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SECOND CAUSE OF ACTION
FAILURE TO PAY ALL OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. 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 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 work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Pay Class at one and one half times their regular rate of pay for such hours.

34. Defendants' policy/practice of requiring overtime work and not paying at the proper overtime rates for said work violates Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Wage Order 4.

35. The foregoing policies/practices alleged herein are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

40. Wage Order 4, § 12 and Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

41. As alleged herein, Defendants failed to separately compensate Plaintiff and members of the Rest Period Class for each rest and recovery period to which they were entitled while working pursuant to the piece-rate/commission pay plans.

42. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according

to Labor Code §§ 226.2, 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

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

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

45. 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.”

46. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 4, § 9, Plaintiff and members of the Expense Reimbursement Class were damaged in sums, which will be shown according to proof.

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

48. 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 Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditures

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

1 50. Plaintiff is informed and believes, and bases thereon allege, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and members of the Wage Statement Class with complete and accurate wage statements with
4 respect to their respective actual regular hours worked, overtime hours worked, total gross wages
5 earned, and total net wages earned, in violation of Labor Code §§ 226 and 226.2.

6 51. Defendants' failures in furnishing Plaintiff with complete and accurate itemized
7 wage statements resulted in actual injury, as said failure led to, among other things, the non-
8 payment of all earned overtime, and deprived Plaintiff of the information necessary to identify
9 the discrepancies in Defendants' reported data.

10 52. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action
11 for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory
12 penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California
13 Labor Code § 226 *et seq.*

14 **SEVENTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**

16 **(AGAINST ALL DEFENDANTS)**

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

19 54. This cause of action is brought pursuant to Labor Code §§ 201-203 which require
20 an employer to pay all wages earned immediately at the time of termination of employment in the
21 event the employer discharges the employee or the employee provides at least 72 hours of notice
22 of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
23 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
24 employee's last date of employment.

25 55. Plaintiff is informed and believes, and based thereon allege, that Defendants failed
26 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the
27 time of their separation which includes, among other things, underpaid minimum wages, overtime
28 wages, and meal and rest period premiums. Defendants' failure to pay all final wages was willful

1 within the meaning of Labor Code § 203.

2 56. Defendants' willful failure to timely pay Plaintiff his respective earned wages
3 upon separation from employment results in a continued payment of wages up to thirty (30) days
4 from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class
5 are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and
6 costs of suit.

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

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

12 58. Defendants have engaged and continue to engage in unfair and/or unlawful
13 business practices in California in violation of Business and Professions Code § 17200 *et seq.* by:
14 (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages for all overtime
15 hours worked; (b) failing to pay Plaintiff and members of the Minimum Wage Class at least at
16 the minimum wage for all hours worked; (c) failing to provide Plaintiff and members of the Meal
17 Period Class with all meal periods to which they are entitled, or failing to pay them meal period
18 premium payments in lieu thereof; (d) failing to authorize and permit all required duty-free rest
19 periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period
20 premiums payments in lieu thereof; (e) failing to furnish Plaintiff and members of the Wage
21 Statement Class accurate and itemized wage statements; and (f) failing to reimburse all necessary
22 business expenditures to Plaintiff and members of the Employee Expense Class.

23 59. 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 60. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

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

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

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

11 **NINTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **(AGAINST ALL DEFENDANTS)**

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

15 64. Defendants have committed several Labor Code violations against Plaintiff,
16 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
17 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
18 employees, brings this representative action against Defendants to recover the civil penalties due
19 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
20 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
21 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
22 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
23 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
24 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
25 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
26 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
27 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
28 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent

violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 1198;
- e. Failing to indemnify Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved

employees in violation of Labor Code § 1174 and 1198.

65. On December 16, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 64 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 226.2, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and

special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7 and 516;

8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for recovery of unpaid wages pursuant to Labor Code §§ 221–223;

10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.* and 226.2;

11. Upon the Eighth Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 64 (a)-(i);

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

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code

1 §§ 226, 1194, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

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

3
4 Dated: February 24, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

5
6 By:



7 Paul K. Haines
8 Attorneys for Plaintiff

9
10 **DEMAND FOR JURY TRIAL**

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

12
13 Dated: February 24, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

14
15 By:



16 Paul K. Haines
17 Attorneys for Plaintiff
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