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Attorneys for Plaintiff Hannah Craig,
on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

HANNAH CRAIG, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

TB J&M CORPORATION, a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 26CV00624

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 212, 226(a), 226.7,
512, 2800 AND 2802, AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS
OF LABOR CODE §§ 225.5, 226.3 AND 558**

1 Plaintiff HANNAH CRAIG (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of TB J&M
3 CORPORATION, a California corporation, and any subsidiaries or affiliated companies (hereinafter
4 referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
15 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-
16 2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest
17 period for every four (4) hours of work or major fraction thereof, but were not paid premium
18 wages of one hour’s pay for each missed rest period. Plaintiff and Aggrieved Employees were
19 simply denied their entitled rest periods and were never paid a premium rest period wage in
20 lieu thereof;

21 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
22 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC
23 Wage Order 5-2001. Plaintiff and Aggrieved Employees were routinely denied, and not
24 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
25 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal
26 period for every shift worked that exceeded ten hours, but were not paid premium wages of
27 one hour’s pay for each missed first or second meal period. When Plaintiff and Aggrieved
28 Employees did receive a meal period, it was typically late;

1 c. Failing to issue wages to Plaintiff and other Aggrieved Employees by an
2 instrument in compliance with Labor Code §§ 212 and 225.5. Defendants paid Plaintiff and
3 other Aggrieved Employees by way of paychecks that fail to set forth the name and address
4 of an “established place of business in the state”;

5 d. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
6 business expenses incurred in direct consequence of the discharge of their duties, in violation
7 of Labor Code §§ 2800 and 2802, including, but not limited to, cellular phone expenses.
8 Specifically, Plaintiff and Aggrieved Employees were required to use their cellular phone to
9 participate in group text messages in order to perform work for Defendants, but were never
10 reimbursed for these expenses. Labor Code § 2802 states that an employer must indemnify its
11 employees for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of their duties. These instances violate Labor Code §§ 2800 and
13 2802;

14 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
15 statements that fully and accurately itemized the requirements set forth in Labor Code §§
16 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as
17 stated above. As such, the wage statements provided by Defendants failed to accurately state
18 all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
19 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
20 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
21 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
22 226.3; and

23 f. Failing to pay Plaintiff and Aggrieved Employees all wages due at the
24 separation of their employment based on the time frames required by Labor Code §§ 201-203.
25 As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during
26 the course of their employment and, as a result of this failure, they were not timely paid all
27 wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is
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alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in Santa Cruz County, California.

III.

PARTIES

A. Plaintiff

5. Plaintiff HANNAH CRAIG was employed by Defendants from October 2025 through November 2025 in Santa Cruz County, California.

B. Defendant

6. Defendant TB J&M CORPORATION is a California corporation that employed Plaintiff and Aggrieved Employees in Santa Cruz County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, AND 1194, AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**

LABOR CODE §§ 226.3 AND 558

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

14. On December 10, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)

1 calendar days of December 10, 2025. Plaintiff may therefore commence this action to seek civil
2 penalties pursuant to Labor Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as
4 described below.

5 **V.**

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;
- 10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;
- 12 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
13 applicable law; and
- 14 4. Such other and further relief as this Court may deem just and proper.

15 Dated: February 23, 2026

Respectfully submitted,

16 GAINES LAW CORPORATION

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18 By: 
19 EVAN S. GAINES
20 Attorneys for Plaintiff
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