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County of San Bernardino
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VERONICA URBINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. CIVRS2600763

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Veronica Urbina (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Quetico LLC, a California limited liability company, 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 herself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages, penalties, and unreimbursed expenses under California
9 Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, 2802, 2804,
10 and California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
11 Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”), in addition to seeking
12 declaratory relief, injunctive relief, and restitution. This class action is brought pursuant to
13 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
14 of the California Labor Code because the amount in controversy exceeds this Court’s
15 jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this jurisdictional district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as Defendants own, maintain offices, transact business, have an
19 agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino
20 County, and Defendant are within the jurisdiction of this Court for purpose of 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 this lawsuit and within the statute of limitations periods applicable to each cause of
25 action pled herein, Plaintiff was employed by Defendants. Defendants classified Plaintiff and
26 other employees as exempt employees, while not meeting the requirements for any exemption
27 under the Wage Order. As a result Plaintiff was, and is, a victim of Defendants’ policies and/or
28 practices complained of herein, lost money and/or property, and has been deprived of the rights

1 guaranteed to her by California Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194,
2 1198, 2698 *et seq.*, 2802, 2804, California Business and Professions Code § 17200 and Wage
3 Order 9, which sets employment standards for the transportation industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this Complaint and continuing to the present, Defendants did (and
6 continue to do) business by operating a third-party logistics and distribution company that
7 provides warehousing, inventory management, fulfillment, and shipping services for consumer
8 products.

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

17 6. Plaintiff is informed and believes, and thereon alleges, that all Defendants,
18 however designated whether by real or fictitious name, were and are in some manner responsible
19 for the events, happenings, occurrence and instrumentalities upon and about which this action is
20 made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff
21 and all similarly situated employees.

22 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
23 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant
24 hereto, were, the agents servants, and employees and hirelings of each of the co-Defendants, as
25 well as the agents of all Defendants, and in doing things and acts herein alleged and complained
26 of or in failing to do that which they should have done, were acting within the scope of
27 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
28 each and every one of the acts or omissions alleged herein.

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff is employed by Defendants as an “Account Manager” (or similarly titled
8 position) since approximately 2008. Prior to January 1, 2026, during her employment with
9 Defendants, Plaintiff was classified as an exempt employee. Since January 1, 2026, Plaintiff was
10 re-classified as a non-exempt employee. Defendants operate a third-party logistics and
11 distribution company that provides warehousing, inventory management, fulfillment, and
12 shipping services for consumer products.

13 10. During most of her employment with Defendants, Plaintiff was paid solely by way
14 of annual salary paid weekly. Plaintiff’s main job duties during the relevant time period included,
15 among other things, speaking to clients, creating work orders, and other administrative tasks.
16 During her employment with Defendants, Plaintiff was not employed in an executive,
17 administrative, or professional capacity; was not primarily engaged in the duties that meet the
18 exemptions for executive, administrative, or professional workers under Wage Order 9; and did
19 not customarily and regularly exercise discretion and independent judgment in performing the
20 aforementioned job duties. During her employment with Defendants, Plaintiff also did not have
21 the authority to hire and fire other employees, nor did she make any suggestions or
22 recommendations as to the hiring, firing, advancement, promotion or any other change of status
23 of other employees. In addition, Plaintiff’s annual salary did not meet the minimum threshold of
24 having a monthly salary equivalent to no less than two (2) times the state minimum wage. Upon
25 information and belief, Defendants did not and have not undertaken any analysis to determine
26 whether an individual’s job duties and/or salary meets the requirements for any exemption under
27 the Wage Order.
28

1 11. During Plaintiff's employment with Defendants, Plaintiff routinely worked in
2 excess of 8.0 hours per workday and/or more than 40.0 hours per workweek, but due to
3 Defendants' intentional and improper misclassification of Plaintiff as exempt, Plaintiff did not
4 receive all of her entitled overtime compensation for these hours. Instead, Defendants paid
5 Plaintiff a flat salary which was not based on the number of hours actually worked. Due to
6 Defendants' misclassification of Plaintiff and other exempt employees, Defendants failed to pay
7 any overtime wages for hours worked in excess of 8.0 hours in a workday and/or 40.0 hours per
8 workweek and have therefore deprived Plaintiff and other employees of earned overtime wages.

9 12. During Plaintiff's employment with Defendants, and as a result of Defendants'
10 misclassification of Plaintiff as a salaried exempt employee, Defendants failed to provide Plaintiff
11 and other employees with all legally compliant meal periods due to Defendants' meal period
12 policies/practices. Specifically, Plaintiff and other employees were unable to commence their
13 meal periods until after the completion of five hours of work. In addition, Plaintiff's meal periods
14 were sometimes cut short as she interrupted and expected to respond to emergent work-related
15 issues. Furthermore, on occasion, Plaintiff was not provided with any meal period due to her work
16 demands. Additionally, although Plaintiff and employees worked shifts in excess of 10.0 hours,
17 Defendants failed to provide Plaintiff and other employees with second meal periods on shifts
18 over 10.0 hours. On those occasions when Plaintiff was not provided with all legally-compliant
19 meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the
20 required meal period premium(s) for each workday there was a meal period violation as mandated
21 by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for
22 the payment of meal period premium payments as required by Labor Code § 226.7, in the event
23 that a legally-compliant meal period was not provided to their non-exempt employees.

24 13. Defendants also failed to authorize and permit all required duty-free rest periods
25 for Plaintiff and other employees due to Defendants' misclassification of Plaintiff and other
26 employees as salaried exempt. Specifically, Defendants never informed Plaintiff and other
27 employees about their entitlement to off-duty rest periods. Additionally, Defendants did not
28 authorize and permit Plaintiff and other employees to take third rest periods when they worked in

1 excess of 10.0 hours in a workday. Defendants also failed to provide Plaintiff and other non-
2 exempt employees with an additional hour of premium pay for each workday in which a rest
3 period violation occurred, as required by Labor Code § 226.7.

4 14. Defendants required Plaintiff and other employees to use their personal cell phones
5 to receive calls from customers and coordinate services in the performance of their job duties with
6 Defendants requiring employees to incur these necessary business expenses. Defendants failed to
7 compensate Plaintiff and other employees for any portion of their monthly cell phone expenses.
8 *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding that
9 employer who requires employees use their personal cell phone for business purposes must
10 reimburse a reasonable percentage of the employee's cell phone bill).

11 15. As a result of Defendants' failure to pay all overtime wages, as well as all meal
12 and rest period premium wages, Defendants maintained inaccurate payroll records, and issued
13 inaccurate wage statements.

14 **CLASS ACTION ALLEGATIONS**

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

- 17 a. The Overtime Class consists of all of Defendants' current and former employees
18 in California who were classified as exempt employees and who worked more than
19 eight (8) hours per day and/or forty (40) hours per, during the four years
20 immediately preceding the filing of the lawsuit through the present.
- 21 b. The Meal Period Class consists of all of Defendants' current and former exempt
22 employees in California who worked at least one shift in excess of 5.0 hours and/or
23 one shift in excess of 10.0 hours, during the four years immediately preceding the
24 filing of the lawsuit through the present.
- 25 c. The Rest Period Class consists of all of Defendants' current and former exempt
26 employees in California who worked at least one shift in excess of 3.5 hours,
27 during the four years immediately preceding the filing of the lawsuit through the
28 present.

d. The Reimbursement Class: all of Defendants' current and former employees in California who were subject to Defendants' cellphone reimbursement policies/practices, during the four years immediately preceding the filing of the lawsuit through the present.

e. The Wage Statement Class consists of all members of the (i) Overtime Class; (ii) Meal Period Class; and/or (iii) Rest Period Class, who received a wage statement from Defendants, during the one year immediately preceding the filing of the lawsuit through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants misclassified Plaintiff and other employees as exempt employees;
- ii. Whether Defendants properly paid all overtime wages to members of the Overtime Class at the correct regular rate of pay and/or for all hours worked pursuant to Labor Code §§ 205, 510, 558, 1194, and 1198;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided meal and/or rest period premium payments for non-complaint meal and/or rest periods;

- 1 vi. Whether Defendants failed to properly reimbursed the members of the
2 Reimbursement Class for all necessary business expenses incurred; and
3 vii. Whether Defendants furnished legally compliant wage statements to members of
4 the Wage Statement pursuant to Labor Code § 226.

5 19. **Predominance of Common Questions:** Common questions of law and fact
6 predominate over questions that affect only individual members of the Classes. The common
7 questions of law set forth above are numerous and substantial and stem from Defendants' policies
8 and/or practices applicable to each individual class member, such as Defendants' classification
9 policies/practices. As such, the common questions predominate over individual questions
10 concerning each individual class member's showing as to his or her eligibility for recovery or as
11 to the amount of his or her damages.

12 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
13 Defendants employed Plaintiff as an exempt employee in California during the statute of
14 limitations periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like
15 the members of the Classes was deprived of all overtime wages, was not provided all legally
16 required meal and rest breaks, was not reimbursed for necessary business expenditures, and was
17 furnished with inaccurate and incomplete wage statements.

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

24 22. The California Labor Code is broadly remedial in nature and serves an important
25 public interest in establishing minimum working conditions and standards in California. These
26 laws and labor standards protect the average working employee from exploitation by employers
27 who have the responsibility to follow the laws, and who may seek to take advantage of superior
28 economic and bargaining power in setting onerous terms and conditions of employment. The

1 nature of this action and the format of laws available to Plaintiff and members of the Classes make
2 the class action format a particularly efficient and appropriate procedure to redress the violations
3 alleged herein. If each employee was required to file an individual lawsuit, Defendants would
4 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
5 the limited resources of each individual plaintiff with their vastly superior financial and legal
6 resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy
7 would also discourage the assertion of lawful claims by employees who would be disinclined to
8 file an action against their former and/or current employer for real and justifiable fear of retaliation
9 and permanent damages to their careers at subsequent employment. Further, the prosecution of
10 separate actions by the individual class members, even if possible, would create a substantial risk
11 of inconsistent or varying verdicts or adjudications with respect to the individual class members
12 against Defendants herein; and which would establish potentially incompatible standards of
13 conduct for Defendants; and/or legal determinations with respect to individual class members
14 which would, as a practical matter, be dispositive of the interest of the other class members not
15 parties to adjudications or which would substantially impair or impede the ability of the class
16 members to protect their interests. Further, the claims of the individual members of the Classes
17 are not sufficiently large to warrant vigorous individual prosecution considering all of the
18 concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are
19 maintainable under § 382 of the Code of Civil Procedure. As such, each of the Classes (as defined
20 herein) are maintainable under § 382 of the Code of Civil Procedure.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME WAGES**

23 **(AGAINST ALL DEFENDANTS)**

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

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

1 25. At all times relevant herein, Defendants were required to properly pay Plaintiff
2 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
3 Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee
4 “one and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess
5 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Defendants
6 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the
7 Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

8 26. The foregoing policies and practices alleged herein are unlawful and create
9 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for
10 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil
11 penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
12 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

13 **SECOND CAUSE OF ACTION**

14 **MEAL PERIOD VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

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

17 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed in their affirmative obligation to provide Plaintiff and members of the Meal Period Class,
19 with all legally compliant meal periods in accordance with the mandates of the California Labor
20 Code and Wage Order 9, § 11. Despite Defendants’ violations, Defendants did not pay an
21 additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular
22 rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

23 29. As a result, Defendants are responsible for paying premium compensation for meal
24 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 9,
25 including interest thereon, statutory penalties, civil penalties, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. Wage Order 9, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198
6 establish the right of employees to be authorized and permitted to take a paid rest period of at
7 least ten (10) minutes of rest time for each four (4) hour period worked, or major fraction thereof.

8 32. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
9 of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay
10 rest period premium wages when rest periods were not authorized and permitted.

11 33. The foregoing violations create an entitlement to recovery by Plaintiff and
12 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
13 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
14 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289 and Wage
15 Order 9.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

18 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

38. Plaintiff and members of the class are entitled to attorney's fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action. 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 is entitled to interest, which shall accrue from the date on which Plaintiff incurred the necessary expenditure.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all overtime wages owed and all meal and rest period premium wages earned, all in violation of Labor Code § 226.

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 44. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by failing to pay Plaintiff and the Classes all overtime wages owed; failing to provide
8 Plaintiff and the Classes lawful meal periods; failing to authorize and permit Plaintiff and the
9 Classes lawful rest periods; failing to reimburse Plaintiff and the Classes for all necessary business
10 expenses; and failing to issue accurate and itemized wage statement.

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

16 46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
17 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
18 monies, as necessary and according to proof, to restore all monies withheld, acquired and/or
19 converted by the Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

22 48. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect Plaintiff's interests and those of the Class, to obtain restitution, to secure injunctive relief
24 on behalf of Defendants' other current employees, and to enforce important rights affecting the
25 public interest. Plaintiff thereby incurred the financial burden of attorneys' fees and costs, which
26 Plaintiff is entitled to recover under Code of Civil Procedure § 1021.5.

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

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

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

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7,

516, 558, and 1198;

- d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

51. On January 27, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

PRAYER

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

- 1 1. For an order certifying the proposed Classes;
- 2 2. For an order appointing Plaintiff as representative of the Classes;
- 3 3. For an order appointing Plaintiff's counsel as Counsel for the Classes;
- 4 4. Upon the First Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 6 5. Upon the Second Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 8 6. Upon the Third Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 10 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 12 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
13 226 *et seq.*;
- 14 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
16 practices declared by this Court to be in violation of California Business & Professions Code §
17 17200 *et seq.*;
- 18 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
19 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
20 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
21 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
22 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
25 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
26 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each
27 subsequent violation per employee per pay period for those violations of the Labor Code for which
28 no civil penalty is specifically provided, based on the Labor Code violations identified in
Paragraph 50 (a)-(g);

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

3 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §§ 226, 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

6
7 Respectfully submitted,
8 HAINES LAW GROUP, APC
9 Dated: April 3, 2026

10 By: 
11 Paul K. Haines
12 Attorneys for Plaintiff

13 **DEMAND FOR JURY TRIAL**

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

15 Dated: April 3, 2026 HAINES LAW GROUP, APC

16 By: 
17 Paul K. Haines
18 Attorneys for Plaintiff
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