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FILED
 Superior Court of California
 County of Los Angeles

03/23/2026

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**

LASANDRA BENFORD, as an individual
 and on behalf of all others similarly situated,

Plaintiff,

vs.

LANCASTER SNF HEALTHCARE, LLC, a
 California limited liability company; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 26STCV01719

**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 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, and 558);**
- (4) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, and 558);**
- (5) **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT (LABOR CODE § 204);**
- (6) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226);**
- (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 Lasandra Benford (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby bring this First Amended Class and Representative Action Complaint against
3 Lancaster SNF Healthcare, LLC, a California limited liability company; and DOES 1 to 100,
4 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 action for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
9 1197, 1198, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 5 (“Wage Order
10 5”), in addition to seeking declaratory relief and restitution. This action is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the California Labor Code because the amount in controversy exceeds this Court's
13 jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by California Business and Code
27 § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
28 1197, 1198, and 2698 *et seq.*; and Wage Order 5, which sets employment standards for the public

1 housekeeping industry, including hospitals and skilled nursing facilities.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
3 of limitations period applicable to each cause of action alleged herein, and continuing to the
4 present, Defendants did (and continue to do) business by operating a short- and long-term nursing
5 and rehabilitation facility, and employed Plaintiff and other, similarly-situated non-exempt
6 employees within Los Angeles County and the state of California and, therefore, were (and are)
7 doing 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 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, was 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 practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, 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

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Defendants operate a short- and long-term nursing and rehabilitation facility in
4 Lancaster, California. Plaintiff has been employed by Defendants as a non-exempt employee in
5 the position of Certified Nursing Assistant since approximately June 2024.

6 10. During Plaintiff's employment with Defendants, Defendants failed to compensate
7 Plaintiff and other non-exempt employees for all minimum and overtime wages due to
8 Defendants' unlawful timekeeping policies and practices, which failed to accurately record all
9 hours worked. As explained below, due to understaffing and not being allowed to leave patients
10 unsupervised for any period of time, Plaintiff and other non-exempt employees were frequently
11 required to work off the clock. As a result, Defendants failed to pay Plaintiff and other non-exempt
12 employees minimum and overtime wages for all hours worked.

13 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
14 all legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed
16 meal periods. Specifically, due to chronic understaffing and not being able to leave patients
17 unsupervised at any time, Plaintiff was frequently not able to take compliant first meals. In
18 addition, Defendants often failed to provide Plaintiff and other non-exempt employees with
19 second meal periods on shifts over 10.0 hours. On those occasions when Defendants failed to
20 provide a legally compliant meal period to Plaintiff and other non-exempt employees, Defendants
21 failed to compensate Plaintiff and other non-exempt employees with the required meal period
22 premium for each workday in which they experienced a meal period violation as mandated by
23 Labor Code § 226.7.

24 12. Defendants have also failed to authorize and permit all required rest periods for
25 Plaintiff and other non-exempt employees. Specifically, due to chronic understaffing and
26 employees not being able to leave patients unsupervised at any time, Defendants did not authorize
27 and permit one rest period for every four hours worked, or major fraction thereof. Despite failing
28 to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which

they are entitled, upon information and belief, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiff or other non-exempt employees any rest period premiums.

13. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

14. Defendants have also failed to pay Plaintiff and other non-exempt employees timely in compliance with Labor Code Section 204. For example, for the pay period ending on February 1, 2025, Plaintiff's wage statement indicates that she received one hour of sick pay for the pay period from December 8, 2024 through December 21, 2024, despite Plaintiff having ceased working to go on leave for an injury in approximately November 2024. This practice violates Labor Code Section 204(d), which requires employers who pay on a bi-weekly basis to pay all wages "no later than seven calendar days following the close of the payroll period."

CLASS ACTION ALLEGATIONS

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

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action 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 action 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 action through the present.

a. The Pay Day Class consists of all of Defendants' current and former non-exempt employees in California who were not timely paid earned wages during their employment during the four years immediately preceding the filing of the Complaint through the present.

e. The Wage Statement Class consists of all of the Minimum Wage Class, Overtime Class, Meal Period Class, Pay Day Class, and/or Rest Period Class, who received a wage statement from Defendants at any time during the one year immediately preceding the filing of this action 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 is 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:** There are common questions of law and fact as to Plaintiff and similarly situated employees, which predominate over questions affecting only individual Class members including, without limitation:

- i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Minimum and Overtime Wage Classes for all hours actually worked;
- ii. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- 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 rest period premium payments for non-compliant meal and rest periods;

vi. Failing to timely pay Plaintiff and other members of the Pay Day Class wages in violation of Labor Code § 204; and

vii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping and pay policies/practices and Defendants' wage statement 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.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee 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 not paid all minimum and overtime wages owed due to Defendants' timekeeping policies/practices, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, was not provided with accurate, compliant, itemized wage statements, and was not timely paid all wages owed.

20. **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.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

23. Wage Order 5, § 4 and California 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 accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

24. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC 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.

25. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek penalties pursuant to Wage Order 5 § 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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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
6 1198, which provide that non-exempt employees are entitled to all overtime wages and
7 compensation for all overtime hours worked and provide a private right of action for the failure
8 to pay all overtime compensation for overtime work performed.

9 28. At all relevant times, Defendants were required to compensate hourly non-exempt
10 employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked
11 pursuant to California Labor Code § 1194 and IWC Wage Order No. 5. Wage Order 5, § 3(B)
12 requires an employer to pay an employee “one and one-half (1½) times such employee’s regular
13 rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours in a
14 workweek. Labor Code § 510 and Wage Order 5, Section 3 also require an employer to pay an
15 employee double the employee’s regular rate of work in excess of 12 hours each workday and/or
16 any work in excess of eight (8) hours on the seventh day of the workweek. As alleged herein,
17 Defendants caused Plaintiff and the members of the Overtime Class to work overtime and/or
18 double-time hours but did not properly compensate Plaintiff and the members of the Overtime
19 Class at one and one-half times their regular rate of pay (or double-time, in the case of double-
20 time hours) for such hours.

21 29. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
23 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and
24 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198;
25 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

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

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

31. 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 5, § 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 compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

32. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287(b) and 3289.

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

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

34. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558 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. Despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

35. Defendants' policies and practices described herein are unlawful and 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 interests thereon, statutory penalties,

1 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
2 516, 558, Wage Order 5, and Civil Code §§ 3287(b) and 3289.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT**
5 **(AGAINST ALL DEFENDANTS)**

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

7 37. Plaintiff and the members of the Pay Day Class have been employed by
8 Defendants in the State of California. In California, wages must be paid at least twice during each
9 calendar month on days designated in advance by the employer as regular paydays, subject to
10 some exceptions. Labor Code § 204(a). Wages earned between the 1st and 15th days, inclusive,
11 of any calendar month must be paid between the 16th and the 26th day of that month and wages
12 earned between the 16th and the last day, inclusive, of any calendar month must be paid between
13 the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are
14 weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the
15 close of the payroll period in which wages were earned. Labor Code § 204(d).

16 38. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
17 to timely pay Plaintiff's and the Pay Day Class's earned wages (including minimum wages, meal
18 period premium wages, and/or rest period premium wages), in violation of Labor Code § 204.

19 39. Defendants' aforementioned policies, practices, and/or procedures resulted in their
20 failure to pay Plaintiff and the members of the Pay Day Class their earned wages within the
21 applicable time frames outlined in Labor Code § 204.

22 40. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned
23 wages in accordance with Labor Code § 204 was willful. Defendants had the ability to timely pay
24 all wages earned by hourly workers in accordance with Labor Code § 204, but intentionally
25 adopted policies or practices incompatible with the requirements of Labor Code § 204. When
26 Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what
27 they were doing and intended to do what they did.

28 41. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have

suffered damages in an amount subject to proof, to the extent that they were not timely paid their earned wages pursuant to Labor Code § 204.

42. Pursuant to Labor Code § 210, Plaintiff and the Pay Day Class are entitled to recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%) percent of the amount unlawfully withheld.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

44. 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 members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name and address of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

46. 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 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 48. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
7 (a) failing to compensate Plaintiff and members of the Minimum Wage and Overtime Class with
8 all minimum and overtime wages; (b) failing to provide Plaintiff and members of the Meal Period
9 Class with all meal periods to which they are entitled, and/or failing to pay them meal period
10 premium payments; (c) failing to authorize and permit all required duty-free rest periods to
11 Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums
12 payments; and/or (d) failing to timely pay Plaintiff and members of the Pay Day Class their earned
13 wages.

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

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

23 51. The acts complained of herein occurred within the last four years immediately
24 preceding the filing of the Plaintiff's Complaint.

25 52. Plaintiff was compelled to retain the services of counsel to file this Complaint to
26 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28 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)

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

54. 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) \$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 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, 558, 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, 558, and 1198;

e. Failing to timely pay Plaintiff, the Pay Day Class, and other aggrieved employees all wages earned during their employment in violation of Labor Code § 204;

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

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

55. On January 16, 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 54 (a)-(h). 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.

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

57. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect her interests and the interests of other aggrieved employees, and to assess and collect the
2 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
3 she is entitled to receive under California Labor Code § 2699(g).

4 **PRAYER**

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

- 7 1. For an order certifying the proposed Classes;
- 8 2. For an order appointing Plaintiff as representative of the Classes;
- 9 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 10 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
11 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
12 1197, and 1198;
- 13 5. Upon the Second Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 15 6. Upon the Third Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 17 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 19 8. Upon the Fifth Cause of Action, for damages according to proof, and for any and
20 all legally applicable penalties, including but not limited to those recoverable pursuant to Labor
21 Code § 210(a)
- 22 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
23 226 *et seq.*;
- 24 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
25 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
26 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
27 *seq.*;
- 28 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) \$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 54 (a)-(h);

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

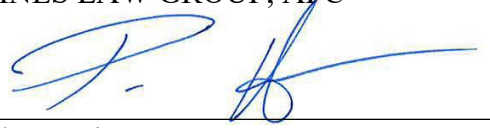
13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

Dated: March 23, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

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Dated: March 23, 2026

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