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FILED

Superior Court of California
 County of Los Angeles

03/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: J. Lara Deputy

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

SONIA E. GODOY, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

SPRINKLES CUPCAKES CA, LLC, a
 California limited liability company; and
 DOES 1 through 100, inclusive,

Defendants.

Case No. 26STCV00997

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

- (1) **VIOLATION OF THE CALIFORNIA
 WARN ACT (LABOR CODE § 1400
et seq.);**
- (2) **FAILURE TO PAY ALL
 OVERTIME WAGES (LABOR
 CODE §§ 204, 510, 1194 and 1198);**
- (3) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (4) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, and
 558);**
- (5) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, and
 558);**
- (6) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226 *et seq.*);**
- (7) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (8) **FAILURE TO REIMBURSE
 EMPLOYEES FOR NECESSARY
 BUSINESS EXPENDITURES
 (LABOR CODE §§ 2802 and 2804);**
- (9) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**

**(10) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Sonia E. Godoy (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Sprinkles Cupcakes CA,
3 LLC, a California limited liability company; and DOES 1 through 100, inclusive (collectively,
4 “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 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226 *et seq.*,
8 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1400 *et seq.* (“WARN Act”), 2698
9 *et seq.*, 2802, 2804, California Business & Professions Code § 17200 *et seq.*, and Industrial
10 Welfare Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking declaratory
11 relief and restitution. This Complaint is brought pursuant to California Code of Civil Procedure
12 § 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code
13 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 Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and 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. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 to her by Labor Code §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,
27 1194.2, 1197, 1198, 1400 *et seq.* (“WARN Act”), 2698 *et seq.*, 2802, 2804, Business and
28 Professions Code Section 17200 *et seq.*, and Wage Order 7, which sets employment standards for

1 the mercantile industry.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
3 period relevant to this action, Defendants did (and do) business by operating retail bakeries
4 specializing in cupcakes and related baked goods.

5 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, Defendants were licensed to do business in California and were the employers
7 of Plaintiff and of the members of the Classes (as defined in Paragraph 16).

8 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
9 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
10 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
11 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
12 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
13 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
14 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
15 to the illegal employment practices, wrongs and injuries complained of herein. All references in
16 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 Classes (as defined in Paragraph 16).

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate retail bakeries specializing in cupcakes and related baked goods. Defendants employed Plaintiff as a non-exempt employee in the position of Baker (or similarly titled position) from approximately October 2017 until approximately December 31, 2025.

10. Plaintiff was employed by Defendants for approximately 8 years. Upon information and belief, during the entirety of Plaintiff's employment with Defendants, Defendants employed at least 75 persons. On approximately December 31, 2025, Defendants informed Plaintiff via an in-person meeting that she could not return to work the following day as she was being laid off. Upon information and belief, Defendants also terminated and/or laid off at least 75 other employees in California on or about December 31, 2025, but failed to provide at least 60 days' written notice to Plaintiff and other non-exempt employees regarding Defendants' mass layoff, relocation, termination, and/or facility closure as required under Labor Code § 1401.

11. During Plaintiff's employment with Defendants, Defendants have failed to pay Plaintiff and other non-exempt employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock. This has resulted in Plaintiff and other non-exempt employees not being paid all required wages for all hours worked, including minimum wages and overtime wages. Due to Defendants' timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

12. During Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods due to work demands. On those occasions when Plaintiff was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class

1 period, Defendants maintained no mechanism for the payment of meal period premium payments
2 as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not
3 provided to their non-exempt employees.

4 13. Defendants have also failed to authorize and permit all required rest periods for
5 Plaintiff and other non-exempt employees. Defendants have often failed to authorize and permit
6 a 10-minute rest period for every four hours worked or major fraction thereof due to work
7 demands imposed by Defendants. On those occasions when Plaintiff was not authorized and
8 permitted all legally required rest periods to which she was entitled, Defendants failed to
9 compensate Plaintiff with the required rest period premium for each workday in which she
10 experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and
11 belief, during at least a portion of the relevant time period, Defendants maintained no payroll code
12 for paying rest period premiums under Labor Code § 226.7.

13 14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
14 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
15 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
16 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
17 other non-exempt employees for all minimum wages, overtime wages, and all meal and rest
18 period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all
19 wages owed at the time of their separation of employment with Defendants.

20 15. Defendants also failed to adequately reimburse Plaintiff and other non-exempt
21 employees for all reasonable and necessary work expenditures, including, but not limited to, use
22 of personal cellular phone for employment-related tasks. Plaintiff also purchased supplies such as
23 masks and non-slip shoes, in the discharge of her work duties with Defendants, however,
24 Defendants failed to reimburse Plaintiff for these necessary business expenditures.

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1 **CLASS ACTION ALLEGATIONS**

2 16. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 4 a. The California WARN Class consists of all of Defendants' former employees who
5 were: (i) terminated from their employment with Defendants on or after December
6 31, 2025 and/or (ii) terminated as part of the cessation or substantial cessation of
7 Defendants' operations in California, without receiving at least 60-days' written
8 notice prior to their termination.
- 9 b. The Overtime Class consists of all of Defendants' current and former non-exempt
10 employees in California who worked more than 8.0 hours per day and/or 40.0
11 hours per week and were subject to Defendants' timekeeping policies and/or
12 practices, during the four years immediately preceding the filing of the lawsuit
13 through the present.
- 14 c. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were subject to Defendants' timekeeping
16 policies and/or practices, during the four years immediately preceding the filing of
17 the lawsuit through the present.
- 18 d. The Meal Period Class consists of all of Defendants' current and former non-
19 exempt employees in California who worked at least one shift in excess of 5.0
20 hours, during the four years immediately preceding the filing of the lawsuit
21 through the present.
- 22 e. The Rest Period Class consists of all of Defendants' current and former non-
23 exempt employees in California who worked at least one shift of 3.5 hours or more,
24 during the four years immediately preceding the filing of the lawsuit through the
25 present.
- 26 f. The Wage Statement Class consists of all of Defendants' current and former non-
27 exempt employees who worked for Defendants, during the one year immediately
28 preceding the filing of the lawsuit through the present.

g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants, during the three years immediately preceding the filing of the lawsuit through the present.

h. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years 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 Class numbers are 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.

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 members including, without limitation, to:

i. Whether Defendants timely provided written notice to employees terminated as part of Defendants' mass layoff, relocation and/or facility closure, pursuant to Labor Code § 1400 *et seq.*;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

- iv. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;
- v. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- vi. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- viii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;
- ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- x. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful; and
- xi. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class.

19. **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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' mass layoff and/or relocation, its uniform timekeeping policies and/or practices, and its meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

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

1 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes
2 of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,
3 like the members of the Classes, was not properly paid minimum and overtime wages due to
4 Defendants' timekeeping policies/practices, was not provided all required meal periods, was not
5 authorized and permitted to take all required rest periods, did not receive meal and rest period
6 premium wages for missed and/or non-compliant meal and rest periods, and was not issued
7 accurate itemized wage statements.

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

14 **22. Superiority:** The California Labor Code is broadly remedial in nature and serves
15 an important public interest in establishing minimum working conditions and standards in
16 California. These laws and labor standards protect the average working employee from
17 exploitation by employers who have the responsibility to follow the laws and who may seek to
18 take advantage of superior economic and bargaining power in setting onerous terms and
19 conditions of employment. The nature of this action and the format of laws available to Plaintiff
20 and members of the Classes make the class action format a particularly efficient and appropriate
21 procedure to redress the violations alleged herein. If each employee were required to file an
22 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
23 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
24 their vastly superior financial and legal resources. Moreover, requiring each member of the
25 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
26 employees who would be disinclined to file an action against their former and/or current employer
27 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
28 employment. Further, the prosecution of separate actions by the individual class members, even

1 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
2 with respect to the individual class members against Defendants herein; and which would
3 establish potentially incompatible standards of conduct for Defendants; and/or legal
4 determinations with respect to individual class members which would, as a practical matter, be
5 dispositive of the interest of the other class members not parties to adjudications or which would
6 substantially impair or impede the ability of the class members to protect their interests. Further,
7 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
8 individual prosecution considering all of the concomitant costs and expenses attending thereto.
9 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE CALIFORNIA WARN ACT**

12 **(AGAINST ALL DEFENDANTS)**

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

14 24. At all times relevant herein, Defendants operated facilities in California wherein
15 they employed 75 or more persons.

16 25. Defendants' actions as alleged herein constituted a "mass layoff," "termination"
17 and/or "relocation" without proper notice, within the meaning of and in violation of the California
18 WARN Act, Labor Code § 1400 *et seq.*

19 26. Defendants are therefore liable to Plaintiff and the California WARN Class for 60
20 days' back pay, civil penalties, and attorneys' fees pursuant to Labor Code §§ 1402-1404.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY ALL OVERTIME WAGES**

23 **(AGAINST ALL DEFENDANTS)**

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

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

1 29. At all times relevant herein, Defendants were required to properly compensate
2 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
3 hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3
4 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
5 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in
6 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate
7 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
8 for such hours.

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

14 **THIRD CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

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

18 32. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
19 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
20 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
21 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
22 attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
23 wages and interest accrued thereon.

24 33. At all relevant times herein, Defendants failed to conform their pay practices to
25 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
26 for all hours worked including, but not limited to, all hours they were subject to the control of
27 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
28 Order 7.

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

6 35. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
8 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 7.

11 36. The foregoing practices and policies are unlawful and create an entitlement to
12 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
13 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
14 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
15 1194, 1197, and 1198, Wage Order 7, and Code of Civil Procedure § 1021.5.

16 **FOURTH CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

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

20 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed in their affirmative obligation to provide all of their non-exempt employees in California,
22 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
23 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite
24 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
25 of the Meal Period Class at their respective regular rates of pay, in accordance with California
26 Labor Code §§ 204, 210, 226.7, and 512.

27 39. As a result, Defendants are responsible for paying premium compensation for meal
28 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 7, including interest

thereon, statutory penalties, civil penalties, and costs of suit.

FIFTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

41. Wage Order 7, § 12 and Labor Code §§ 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.

42. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

43. 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 §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

45. 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 of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

46. 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.

47. 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.*

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

50. Plaintiff is informed and believes, and based thereon allege, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including minimum and overtime wages, and meal and rest period premium wages.

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

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

53. Therefore, Plaintiff and members of the Waiting Time Class are entitled to

1 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE EMPLOYEES FOR**
4 **NECESSARY BUSINESS EXPENDITURES**
5 **(AGAINST ALL DEFENDANTS)**

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

7 55. Based on information and belief, Defendants required Plaintiff and members of
8 the Employee Expense Class to use their personal cellular phones and purchase their own supplies
9 but failed to provide adequate reimbursement.

10 56. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
11 states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
13 his or her obedience to the directions of the employer."

14 57. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
15 states that, "[a]ny contract or agreement, express or implied, made by any employee to waive the
16 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
17 employee or his personal representative of any right or remedy to which she is entitled under the
18 laws of this State."

19 58. As a proximate result of Defendants' policies and/or practices in violation of Labor
20 Code §§ 2802 and 2804, and Wage Order 7, § 9, Plaintiff and members of the Employee Expense
21 Class were damaged in sums, which will be shown according to proof.

22 59. Plaintiff and members of the Employee Expense Class are entitled to attorneys'
23 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

28 ///

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 62. 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 pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
8 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
9 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
10 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
11 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
12 failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and
13 the Wage Statement Class with all accurate and complete, itemized wage statements in violation
14 of Labor Code § 226; (f) failing to pay Plaintiff and members of the Waiting Time Class all wages
15 owed at time of separation from employment; (g) failing to reimburse Plaintiff and the Expense
16 Reimbursement Class for all necessary business expenditures; and/or (h) knowingly failing to
17 provide timely written notice to Plaintiff and members of the California WARN Class pursuant
18 to the WARN Act.

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

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

28 65. The acts complained of herein occurred within the last four years immediately

preceding the filing of the Plaintiff's Complaint.

66. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

68. 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 Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and

1198;

b. 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;

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 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 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;

g. 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;

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.

69. On January 9, 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

1 penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California
2 Labor Code identified in Paragraph 68 (a)-(i). Now that sixty-five days have passed from Plaintiff
3 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
4 that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements
5 for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

12 **PRAYER**

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

- 15 1. For an order certifying the proposed Classes;
- 16 2. For an order appointing Plaintiff as representative of the Classes;
- 17 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 18 4. Upon the First Cause of Action, for compensatory damages and penalties pursuant
19 to Labor Code §§ 1402-1404;
- 20 5. Upon the Second Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 22 6. Upon the Third Cause of Action, for payment of minimum wages, liquidated
23 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
24 1197;
- 25 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 27 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

1 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226 *et. seq.*;

3 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
4 to Labor Code §§ 201- 203;

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

7 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

10 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
11 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
12 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
13 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
14 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
15 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
16 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
17 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
18 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
19 to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation
20 and \$200 for each subsequent violation per employee per pay period for those violations of the
21 Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations
22 identified in Paragraph 68 (a)-(i);

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

25 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code
26 §§ 226, 1404, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

27 ///

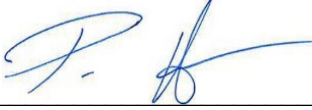
28 ///

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

2
3 Dated: March 16, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

4
5 By:



Paul K. Haines
Attorneys for Plaintiff

6
7
8 **DEMAND FOR JURY TRIAL**

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

10
11 Dated: March 16, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By:



Paul K. Haines
Attorneys for Plaintiff