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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GREG KYLE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

VETCOMM US, a Wyoming corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. 26CU010123C

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO REIMBURSE FOR
ALL NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802, 2804);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Greg Kyle ("Plaintiff"), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint ("Complaint")
3 against Defendants Vetcomm US, a Wyoming corporation, and DOES 1 to 100, inclusive
4 (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

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

20 **PARTIES**

21 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
22 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
23 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
24 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
25 Defendants' policies and/or practices complained of herein, lost money and/or property, and has
26 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
27 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
28 2698 *et seq.*, 2802, 2804, and Wage Order 4, which sets employment standards for professional,

1 technical, clerical, mechanical, and similar occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engage in and continue to engage in the business of submitting disability claims for
5 military veterans to the United States Department of Veterans Affairs (“VA”) and increase the
6 veterans’ VA disability rating, and employed Plaintiff and other, similarly-situated non-exempt
7 employees within San Diego County, and the State of California and, therefore, were (and are)
8 doing business in San Diego County and the State of California.

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 to 100, inclusive, 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 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
16 unlawful employment practices, wrongs, injuries, and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff worked for the Defendants as a non-exempt “Sales Associate” from
5 approximately June 2025 to approximately August 25, 2025. Plaintiff’s job duties included, but
6 were not limited to, selling Defendants’ services remotely from Defendants’ office and Plaintiff’s
7 home, maintaining client relationships, staying up-to-date on industry developments and market
8 trends, shadowing team members and participating in team meetings, and participating in sales
9 training programs. Plaintiff did not regularly and customarily work more than half of his working
10 time away from Defendants’ place of business.

11 10. During his employment with Defendants, Plaintiff was not employed in an
12 executive, administrative, or professional capacity; was not primarily engaged in the duties that
13 meet the exemptions for executive, administrative, or professional workers under Wage Order 4;
14 and did not customarily and regularly exercise discretion and independent judgment in performing
15 the aforementioned job duties. During his employment with Defendants, Plaintiff also did not have
16 the authority to hire and fire other employees, nor did he make any suggestions or
17 recommendations as to the hiring, firing, advancement, promotion, or any other change of status
18 of other employees. Upon information and belief, Defendants did not and have not undertaken any
19 analysis to determine whether an individual’s job duties and/or salary meets the requirements for
20 any exemption under the Wage Order.

21 11. During Plaintiff’s employment with Defendants, Plaintiff and other non-exempt
22 employees were paid on a commission basis, whereby Plaintiff and other non-exempt employees
23 were paid commissions based on completed sales. While paid on a commission-only basis,
24 Plaintiff and similarly aggrieved employees were not separately compensated for time spent
25 working on tasks which were not compensated on a commission basis, including for example,
26 hours spent waiting for customers and attending meetings or trainings (i.e., non-productive time).
27 As a result, Plaintiff and other non-exempt employees were not paid at least the minimum wage
28 for all hours worked and were not credited with all overtime hours actually worked.

1 12. During Plaintiff's employment with Defendants, he did not earn more than 1.5
2 times the minimum wage for all hours worked in each workweek. Similarly, Plaintiff's
3 compensation during each workweek of his employment with Defendants was not at least half
4 from commissions.

5 13. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 policies and/or practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all hours actually worked. Specifically, Defendants had a policy and/or practice
8 of misclassifying Plaintiff and other non-exempt employees as salespersons who were exempt
9 from California's overtime requirements. Plaintiff regularly worked overtime hours, including
10 hours in excess of eight hours per workday and/or 40 forty hours per workweek, but due to
11 Defendants' intentional and improper misclassification of Plaintiff as exempt, Plaintiff did not
12 receive any overtime compensation for these hours. Defendants did not record the hours worked
13 by Plaintiff and other non-exempt employees and did not pay them for their actual hours worked.
14 As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for their actual
15 hours worked, Defendants failed to pay Plaintiff and other non-exempt employees for all
16 minimum and overtime wages earned.

17 14. During Plaintiff's employment with Defendants, and as a result of Defendants'
18 misclassification of Plaintiff as a salaried exempt employee, Defendants failed to provide Plaintiff
19 and other employees with all legally compliant meal periods due to Defendants' meal period
20 policies/practices. Defendants also failed to provide Plaintiff and other non-exempt employees
21 with all legally compliant meal periods due to Defendants' meal period policies/practices, which
22 have frequently resulted in missed, short (less than 30 minutes) and late (commencing after the
23 fifth hour of work) meal periods. Defendants also failed to provide Plaintiff and other non-exempt
24 employees with a second 30-minute meal period for shifts of over 10.0 hours. Plaintiff and other
25 non-exempt employees' meal periods were also regularly interrupted due to work demands.
26 Additionally, Defendants failed to relieve Plaintiff and other non-exempt employees of all job
27 duties during their meal periods because Defendants required them to keep their personal cellular
28 phones on their persons during meal periods in order to be available for work-related

1 communications. Despite Defendants' failure to provide Plaintiff and other non-exempt
2 employees with all lawful meal periods to which they were entitled, Defendants failed to provide
3 Plaintiff and other non-exempt employees with an additional hour of premium pay for each
4 workday in which a meal period violation occurred, as required by Labor Code § 226.7.

5 15. Defendants also failed to authorize and permit all required duty-free rest periods
6 for Plaintiff and other employees due to Defendants' misclassification of Plaintiff and other
7 employees as exempt outside salespersons. Plaintiff and other non-exempt employees were also
8 not authorized and permitted to take a rest period for every 4 hours worked (or major fraction
9 thereof) due to Defendants' unlawful rest period policies/practices. Similar to employee meal
10 periods, Plaintiff and other non-exempt employees' rest periods were regularly interrupted due to
11 work demands, and Defendants failed to authorize and permit Plaintiff and other non-exempt
12 employees to take any duty-free rest periods at all because they were required to keep their
13 personal cell phones on their persons in order to be available for work-related communications.
14 Additionally, Defendants did not authorize and permit Plaintiff and other employees to take third
15 rest periods when they worked in excess of 10.0 hours in a workday. Despite Defendants' failure
16 to authorize and permit Plaintiff and other non-exempt employees to take all legally-compliant
17 rest periods, Defendants failed to provide Plaintiff and other non-exempt employees with an
18 additional hour of premium pay for each workday in which a rest period violation occurred, as
19 required by Labor Code § 226.7.

20 16. While working on a commission-only basis, Plaintiff and other non-exempt
21 employees worked shifts in excess of 3.5 hours and were never provided with a paid rest period
22 for every 4-hour period worked, or major fraction thereof, because Defendants' commission
23 compensation plan failed to separately compensate Plaintiff and similarly aggrieved employees
24 for required rest periods. See *Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98 (Cal. Ct.
25 App. 2017); *Bluford v. Safeway Inc.*, 216 Cal.App.4th 864 (2013) ("There is no dispute that
26 Safeway's activity-based compensation system did not separately compensate drivers for their rest
27 periods."). As a result, Plaintiff and non-exempt employees were not provided with compensated
28 rest periods as required by Industrial Welfare Commission Wage Order 4 § 12(A).

1 17. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
2 all reasonable and necessary work expenditures, including, but not limited to, personal cellular
3 phones and cellular plans that Defendants required them to use for work, but did not reimburse
4 Plaintiff and other aggrieved employees for a reasonable portion of their monthly cellular phone
5 bills. Further, Defendants required Plaintiff and other non-exempt employees to purchase items
6 required to work from home, like desk chairs, desks, laptops, internet service, and printers, but
7 did not reimburse them for these necessary expenses. As a result of Defendants' failure to
8 reimburse Plaintiff and other non-exempt employees for all necessary business expenses incurred,
9 Plaintiff and other non-exempt employees are entitled to reimbursement pursuant to Labor Code
10 § 2802.

11 18. As a result of Defendants' failure to pay all minimum and overtime wages, as well
12 as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
13 issued inaccurate wage statements to Plaintiff. As a further result of Defendants' failure to pay all
14 minimum and overtime wages, failure to pay all meal and rest period premium wages, and failure
15 to indemnify for all business expenses, Defendants failed to pay all wages owed to Plaintiff and
16 other non-exempt employees at the time of their separation from employment.

17 **CLASS ACTION ALLEGATIONS**

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

- 20 a. The Minimum Wage Class consists of all of Defendants' current and former non-
21 exempt employees in California who were subject to Defendants' timekeeping
22 policies and/or practices, during the four years immediately preceding the filing of
23 this action through the present.
- 24 b. The Overtime Class consists of all of Defendants' current and former non-exempt
25 employees in California who worked more than eight (8) hours per day and/or
26 forty (40) hours per week and: (i) were subject to Defendants' timekeeping policies
27 and/or practices; and/or (ii) received Incentive Pay in a corresponding pay period,
28 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 worked at least one shift in excess of 5.0 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.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for necessary business expenses incurred during the four years immediately preceding the filing of this action through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, Meal Period Class, and/or Employee Expense Class during the three years immediately preceding the filing of the Complaint through the present.

g. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, during the one year immediately preceding the filing of the Complaint through the present.

20. **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 members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **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 paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- 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. Whether Defendants' reimbursement policies, and failure to reimburse Plaintiff and members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their work duties, comply with Labor Code § 2802;
- vii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful.

22. 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, including but not limited to Defendants' timekeeping policies/practices, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

23. 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 reimbursed for all business expenses owed, was not paid all wages owed at termination of employment, and was not provided with accurate, compliant, itemized wage statements.

24. **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.

25. **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

1 employment. Further, the prosecution of separate actions by the individual class members, even
2 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
3 with respect to the individual class members against Defendants herein; and which would
4 establish potentially incompatible standards of conduct for Defendants; and/or legal
5 determinations with respect to individual class members which would, as a practical matter, be
6 dispositive of the interest of the other class members not parties to adjudications or which would
7 substantially impair or impede the ability of the class members to protect their interests. Further,
8 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
9 individual prosecution considering all of the concomitant costs and expenses attending thereto.
10 As such, the Classes identified in Paragraph 19 are maintainable as classes under § 382 of the
11 Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

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

26 28. California Labor Code § 1198 makes unlawful the employment of an employee
27 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
28 that an employer who has failed to pay its employees the legal minimum wage is liable to pay

1 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
2 amount equal to the wages due and interest thereon.

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

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

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

13 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
14 1198, which provide that non-exempt employees are entitled to all overtime wages and
15 compensation for all overtime hours worked and provide a private right of action for the failure
16 to pay all overtime compensation for overtime work performed.

17 32. At all times relevant herein, Defendants were required to properly compensate
18 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
19 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3
20 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
21 rate of pay" for all overtime hours work. Defendants caused Plaintiff and members of the
22 Overtime Class to work overtime hours but failed to credit these employees with all overtime
23 hours actually worked.

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

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

12 36. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
14 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 38. Wage Order 4, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
20 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
21 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
22 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
23 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
24 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
25 required by Labor Code § 226.7.

26 39. Defendants' policies and practices described herein are unlawful and create an
27 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
28 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,

civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 4, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

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

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

43. As alleged herein, due to Defendants' unlawful reimbursement policies/practices, Defendants failed to indemnify Plaintiff and members of the Employee Expense Class for all necessary business expenses incurred, including, among other things, personal cellular phone usage and the purchase of equipment and furniture to work from home.

44. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages in sums, which will be shown according to proof.

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

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

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1 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and members of the Wage Statement Class with complete and accurate itemized wage statements
4 in violation of Labor Code § 226 *et seq.*

5 55. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
6 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
7 them of the information necessary to identify the discrepancies in Defendants' reported data, and
8 deprived them of the information required to be included under Labor Code § 226(a).

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

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

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

17 58. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of California Business and Professions Code § 17200
19 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages
20 owed; (b) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages;
21 (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
22 which they are entitled, and failing to pay them meal period premium payments; (d) failing to
23 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they
24 are entitled, and failing to pay them rest period premium payments; (e) failure to reimburse all
25 business expenses to members of the Employee Expense Class; (f) failing to issue accurate and
26 itemized wage statements to the Wage Statement Class; and (g) failing to pay Plaintiff and
27 members of the Waiting Time Class all wages due at separation of employment.

28 59. Defendants' utilization of these unfair and/or unlawful business practices deprived

1 Plaintiff and continues to deprive members of the Classes of compensation to which they are
2 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
3 over Defendants' competitors who have been and/or are currently employing workers and
4 attempting to do so in honest compliance with applicable wage and hour laws.

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

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

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

16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(AGAINST ALL DEFENDANTS)**

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

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

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
5 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent
6 violation per employee per pay period for those violations of the Labor Code for which no civil
7 penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
9 Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12,
10 1194, 1194.2, and 1197;
- 11 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
12 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
13 1198;
- 14 c. Failing to provide all legally required meal periods, and failure to pay meal period
15 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees
16 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558,
17 and 1198;
- 18 d. Failing to authorize and permit all legally required rest periods, and failure to pay
19 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
20 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
21 516, 558, and 1198;
- 22 e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
23 employees for all necessary work expenses incurred in violation of Labor Code §§
24 2802 and 2804;
- 25 f. Failing to timely pay all final wages and compensation earned by Plaintiff, the
26 Waiting Time Class, and other aggrieved employees at the time of separation in
27 violation of Labor Code §§ 201, 202, and 203;
- 28 g. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved

employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

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

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

65. On February 24, 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 64 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
3 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

4 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

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

10 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code §§ 201-203;

12 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code
13 § 226;

14 11. Upon the Eighth 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 Business and Professions Code § 17200 *et*
17 *seq.*;

18 12. Upon the Ninth 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) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
26 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
27 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
28 each initial violation and \$200 for each subsequent violation per employee per pay period for

1 those violations of the Labor Code for which no civil penalty is specifically provided, based on
2 the Labor Code violations identified in Paragraph 64 (a)-(i);

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

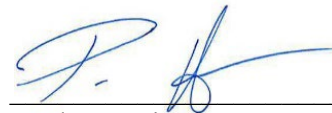
5 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
6 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

8
9 Dated: May 1, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

10
11 By:



Paul K. Haines
Attorneys for Plaintiff

12
13
14 **DEMAND FOR JURY TRIAL**

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

16
17 Dated: May 1, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

18
19 By:



Paul K. Haines
Attorneys for Plaintiff