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FILED
Superior Court of California
County of Los Angeles

04/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA MIRANDA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GRIFF INDUSTRIES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 26STCV05009

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194 and 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and
558);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY
BUSINESS EXPENDITURES
(LABOR CODE §§ 2802 and 2804);**
- (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 Maria Miranda (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Griff Industries, Inc., a
3 California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
4 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*
8 *seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804,
9 California Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission
10 Wage Order No. 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution.
11 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 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
20 process.

21 **PARTIES**

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

1 Wage Order 1, which sets employment standards for the manufacturing 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 as a manufacturing company
4 engaged in plastic injection molding, producing plastic components and products for commercial
5 and medical-related applications.

6 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 mentioned herein, Defendants were licensed to do business in the State of California and were
8 the employers of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

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

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
21 of 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 acted 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 the

Classes (as defined in Paragraph 15).

GENERAL FACTUAL ALLEGATIONS

9. Defendants do business as a manufacturing company engaged in plastic injection molding, producing plastic components and products for commercial and medical-related applications. Defendants have employed Plaintiff as a non-exempt employee in the position of “Machine Operator” (or similarly titled position) since approximately March 2018. Plaintiff’s job duties entail checking the quality of the plastic products from molds, removing product from molds, packaging product, and putting product onto palettes.

10. During a portion of Plaintiff’s employment with Defendants, Defendants utilized timekeeping policies/practices which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked. Upon information and belief, during a portion of the relevant time period, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded and/or shaved down the hours worked by Plaintiff and other non-exempt employees resulting in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. Although Plaintiff clocked in and out of her work shifts through an electronic timeclock, upon information and belief, during a portion of the relevant time period, Defendants shaved and/or rounded down Plaintiff’s time entries leading to Plaintiff only being compensated for her scheduled hours of work and not her actual hours worked. This has resulted in Plaintiff and other non-exempt employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages. In addition, prior to clocking into their shifts, Plaintiff and other non-exempt employees would occasionally perform work related tasks. However, Defendants failed to compensate employees for this work performed off the clock. 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.

11. 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

1 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. On those
2 occasions when Plaintiff was not provided with all legally-compliant meal periods to which she
3 was entitled, Defendants failed to compensate Plaintiff with the required meal period premium(s)
4 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
5 information and belief, Defendants maintained no mechanism for the payment of meal period
6 premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal
7 period was not provided to their non-exempt employees.

8 12. Defendants have also failed to authorize and permit all required rest periods for
9 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to
10 authorize and permit a 10-minute rest period for every four hours worked or major fraction
11 thereof due to work demands imposed by Defendants. On those occasions when Plaintiff was
12 not authorized and permitted all legally required rest periods to which she was entitled,
13 Defendants did not compensate Plaintiff with the required rest period premium, as required by
14 Labor Code § 226.7.

15 13. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
16 all reasonable and necessary work expenditures, including, but not limited to, purchasing tools
17 for work-related purposes. Specifically, Plaintiff was required to purchase multiple pairs of
18 specialty gloves. However, Plaintiff and other non-exempt employees were not reimbursed for
19 these work-related expenditures as required pursuant to Labor Code § 2802.

20 14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
21 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
22 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
23 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
24 other non-exempt employees for all minimum wages, overtime wages, and all meal and rest
25 period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all
26 wages owed at the time of their separation of employment with Defendants.

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CLASS ACTION ALLEGATIONS

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in the State of 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 the lawsuit through the present.
- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in the State of California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the lawsuit through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in the State of California who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in the State of California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all of Defendants' current and former non-exempt employees who worked for Defendants, during the one year immediately preceding the filing of the lawsuit through the present.
- f. 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.
- g. 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.

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 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Class numbers are in excess of fifty (50) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **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 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;
- ii. 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;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vi. Whether Defendants authorized and permitted legally compliant rest periods to

- 1 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 2 vii. Whether Defendants correctly paid rest period premium payments for non-
- 3 compliant rest periods pursuant to Labor Code § 226.7;
- 4 viii. Whether Defendants furnished legally compliant wage statements to members of
- 5 the Wage Statement Class pursuant to Labor Code § 226;
- 6 ix. Whether Defendants' policies and/or practices for the timing and amount of
- 7 payment of final wages to Plaintiff and members of the Waiting Time Class at
- 8 the time of their separation of employment were lawful; and
- 9 x. Whether Defendants' policies and/or practices regarding reasonable and
- 10 necessary business expenditures resulted in the failure to properly reimburse
- 11 members of the Employee Expense Class.

12 **18. Predominance of Common Questions:** Common questions of law and fact

13 predominate over questions that affect only individual members of the Classes. The common

14 questions of law and fact set forth above are numerous and substantial and stem from

15 Defendants' uniform policies and/or practices applicable to each individual class member

16 including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and

17 meal and rest period policies and/or practices. As such, the common questions predominate over

18 individual questions concerning each individual class member's showing as to his or her

19 eligibility for recovery or as to the amount of his or her damages.

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

21 because Plaintiff was employed by Defendants as a non-exempt employee in California during

22 the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged

23 herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime

24 wages due to Defendants' timekeeping policies/practices, was not provided all required meal

25 periods, was not authorized and permitted to take all required rest periods, did not receive meal

26 and rest period premium wages for missed and/or non-compliant meal and rest periods, was not

27 issued accurate itemized wage statements, and was not paid all wages owed at time of separation

28 from employment.

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

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

individual prosecution considering all of the concomitant costs and expenses attending thereto.
As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

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

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

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1 statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code
2 §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed in their affirmative obligation to provide all of their non-exempt employees in California,
9 including Plaintiff and members of the Meal Period Class, with all legally compliant meal
10 periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11.
11 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and
12 members of the Meal Period Class at their respective regular rates of pay, in accordance with
13 California Labor Code §§ 204, 210, 226.7, and 512.

14 34. As a result, Defendants are responsible for paying premium compensation for
15 meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including
16 interest thereon, statutory penalties, civil penalties, and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

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

21 36. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of
22 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
23 period worked, or major fraction thereof.

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

26 38. The foregoing violations create an entitlement to recovery by Plaintiff and
27 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
28 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according

1 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

2 **FIFTH CAUSE OF ACTION**

3 **WAGE STATEMENT VIOLATIONS**

4 **(AGAINST ALL DEFENDANTS)**

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

6 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and members of the Wage Statement Class with accurate and complete, itemized wage
9 statements that included, among other requirements, all hours worked, total gross wages earned,
10 all rates of pay and corresponding number of hours worked, total net wages earned, and the
11 correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

21 **SIXTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(AGAINST ALL DEFENDANTS)**

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

25 44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
26 an employer to pay all wages immediately at the time of separation of employment in the event
27 the employer discharges the employee, or the employee provides at least 72 hours of notice of
28 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent

1 to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

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

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

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

15 48. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
16 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE EMPLOYEES FOR**
19 **NECESSARY BUSINESS EXPENDITURES**
20 **(AGAINST ALL DEFENDANTS)**

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

22 50. Based on information and belief, Defendants required Plaintiff and members of
23 the Employee Expense Class to purchase gloves and other items necessary to perform their job
24 duties but failed to provide adequate reimbursement.

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

52. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that, “[a]ny 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.”

53. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 1, § 9, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

54. 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.

55. 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 necessary expenditure.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

57. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:

(a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226; (f) failing to pay all wages owed to Plaintiff and members of

1 the Waiting Time Class at the time of their separation of employment; and/or (g) failing to
2 reimburse Plaintiff and the Employee Expense Class for all necessary business expenditures.

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

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

13 60. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Plaintiff's Complaint.

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

20 **NINTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(AGAINST ALL DEFENDANTS)**

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

24 63. Defendants have committed several Labor Code violations against Plaintiff,
25 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
26 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
27 employees, brings this representative action against Defendants to recover the civil penalties due
28 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California

1 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
2 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
3 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
4 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
5 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
6 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
7 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
8 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
9 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for
11 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 12 a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
13 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
14 1198;
- 15 b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
16 Wage Class, and other aggrieved employees in violation of Labor Code §§
17 1182.12, 1194, 1194.2, and 1197;
- 18 c. Failing to provide all legally required meal periods, and failure to pay meal period
19 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
20 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
21 512, 558, and 1198;
- 22 d. Failing to authorize and permit all legally required rest periods, and failure to pay
23 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
24 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
25 516, 558, and 1198;
- 26 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
27 employees with complete, accurate, itemized wage statements in violation of
28 Labor Code § 226;

1 f. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
2 employees for all necessary work expenses incurred in violation of Labor Code §§
3 2802 and 2804;

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

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

8 64. On February 18, 2026, Plaintiff notified Defendants via certified mail, and notified
9 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
10 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
11 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
12 California Labor Code identified in Paragraph 63 (a)-(h). Now that sixty-five days have passed
13 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
14 provided notice that it intends to investigate the violations, Plaintiff has exhausted her
15 administrative requirements for bringing a claim under the Private Attorneys General Act with
16 respect to these violations.

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

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

23 **PRAYER**

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

- 26 1. For an order certifying the proposed Classes;
- 27 2. For an order appointing Plaintiff as representative of the Classes;
- 28 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

1 4. Upon the First Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

3 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
4 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
5 and 1197;

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

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

10 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226 *et. seq.*;

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

14 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

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

19 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
20 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
21 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
22 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
23 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
24 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
25 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
26 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
27 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
28 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for

1 each initial violation and \$200 for each subsequent violation per employee per pay period for
2 those violations of the Labor Code for which no civil penalty is specifically provided, based on
3 the Labor Code violations identified in Paragraph 63 (a)-(h);

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

6 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

9
10 Dated: April 27, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

11
12 By: _____

Paul K. Haines
Attorneys for Plaintiff

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14
15 **DEMAND FOR JURY TRIAL**

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

17
18 Dated: April 27, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

19
20 By: _____

Paul K. Haines
Attorneys for Plaintiff