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Superior Court of California  
County of Stanislaus  
Hugh K. Swift  
Clerk of the Court  
By: Hillary Simonson, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF STANISLAUS**

JOSE LEDEZMA-BARRERA, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

V.A. RODDEN, INC., a California corporation;  
and DOES 1 through 100, inclusive,

Defendants.

Case No. CV-26-001387

**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**

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1 Plaintiff Jose Ledezma-Barrera (“Plaintiff”) hereby brings this First Amended Class and  
2 Representative Action Complaint (“Complaint”) against Defendants V.A. Rodden, 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 himself 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, 2698 *et seq.*, 2802, 2804,  
9 California Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission  
10 Wage Order No. 14 (“Wage Order 14”), 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 Stanislaus County. Defendants own, maintain offices, transact business, have an agent  
18 or agents within Stanislaus County, and/or otherwise are found within Stanislaus County, and  
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

### 20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
22 Plaintiff was, and currently is, a California resident. 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 him by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,  
27 1197, 1198, 2698 *et seq.*, 2802, 2804, Business and Professions Code Section 17200 *et seq.*, and  
28 Wage Order 14, which sets employment standards for agricultural occupations.

1           4.       Plaintiff is informed and believes, and based thereon alleges, that during the time  
2 period relevant to this action, Defendants did (and do) business by operating an agricultural and  
3 livestock company engaged in beef cattle production and related farming operations.

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

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

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

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

28       ///

**GENERAL FACTUAL ALLEGATIONS**

9. Defendants operate an agricultural and livestock company engaged in beef cattle production and related farming operations. Defendants employed Plaintiff in the non-exempt position of “Tractor Driver/Operator” (or similarly titled position) from approximately February 2015 until approximately September 2025.

10. During 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, 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 his work shifts through an electronic timeclock, upon information and belief, Defendants rounded Plaintiff’s time entries to quarter-hour increments. 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. Furthermore, Plaintiff and other non-exempt employees would regularly clock out at the end of their shift yet continue to perform work while off the clock. Moreover, during Plaintiff’s off-duty meal periods, Defendants would contact Plaintiff on his company provided radio or personal cell phone. As a result, Plaintiff was interrupted and expected to respond to emergent work-related issues while still off the clock during his meal periods. However, Plaintiff and other non-exempt employees were not compensated for the work performed while 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 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. For example, Plaintiff would occasionally clock into his shift around 6:00 a.m. However, as a result of

Defendants scheduling Plaintiff's meal period to begin at 12:00 p.m., Plaintiff was not provided the opportunity to take a timely meal period before the end of the fifth hour of work. In addition, Plaintiff's meal periods were interrupted and cut short, as he was expected to carry his company provided radio and personal cell phone on at all times in order to respond to emergent work-related issues. Plaintiff and other non-exempt employees would also frequently miss their meal periods due to work demands. Furthermore, due to Defendants' meal period policies/practices, Plaintiff and other non-exempt employees were unable to clock out and in for their meal periods. Instead, upon information and belief, Defendants automatically deducted thirty (30) minutes from the daily total hours worked for a purported meal period, despite employee meal periods being provided late and/or short. As a result, Plaintiff and other non-exempt employees were not able to accurately record their meal periods. Additionally, although Plaintiff and other non-exempt employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other non-exempt employees with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not provided with all legally-compliant meal periods to which he 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, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to their non-exempt employees.

12. Furthermore, throughout Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not provided with a full 30 minutes of "net rest" for his meal periods. Specifically, Plaintiff was never provided with meal periods that were a full 30 minutes of "net rest" in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. For example, Defendants did not allow Plaintiff to clock in and out of his meal period. Instead, Defendants scheduled Plaintiff's meal period at a certain time and then auto-deducted the meal period. Therefore, if Plaintiff's scheduled meal period began at 12:00 p.m., Plaintiff would stop working on his assignment at 12:00 p.m. and then walk approximately four to five minutes

1 to the break area. Due to the time Plaintiff and other non-exempt employees spent walking to the  
2 break area from their workstations, Plaintiff and other non-exempt employees were not provided  
3 with a full 30-minute meal period of net rest in an area appropriate for rest, as required by the  
4 applicable Wage Order. Additionally, if Plaintiff's scheduled meal period began at 12:00 p.m., he  
5 was expected to be back and ready to resume work precisely at 12:30 p.m. Defendants'  
6 expectation was that Plaintiff and other non-exempt employees would be prepared to work  
7 immediately at the conclusion of the 30-minute meal period. Due to the need to account for time  
8 spent walking back to the workstation from the break area, Plaintiff and other non-exempt  
9 employees were compelled to shorten their meal periods to ensure they were at their workstation  
10 and ready to begin work exactly at the end of the 30-minute period. As a result, Plaintiff and  
11 similarly situated employees were not provided with a full 30-minute meal period of net rest in  
12 an area appropriate for rest, as required by the applicable Wage Order.

13       13. Defendants have also failed to authorize and permit all required rest periods for  
14 Plaintiff and other non-exempt employees. Defendants have often failed to authorize and permit  
15 a 10-minute of "net rest" period for every four hours worked or major fraction thereof due to work  
16 demands imposed by Defendants. For example, similar to meal periods, Plaintiff's rest periods  
17 were interrupted and cut short as he was expected to carry his company provided radio and  
18 personal cell phone on at all times in order to respond to emergent work-related issues. Therefore,  
19 Plaintiff was frequently unable to take 10 minutes of "net rest" in an area appropriate for rest due  
20 to Defendants' rest period policies/practices. Additionally, although Plaintiff and other non-  
21 exempt employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff  
22 and other non-exempt employees with third rest periods on shifts over 10.0 hours. On those  
23 occasions when Plaintiff was not authorized and permitted all legally required rest periods to  
24 which he was entitled, Defendants failed to compensate Plaintiff with the required rest period  
25 premium for each workday in which he experienced a rest period violation as mandated by Labor  
26 Code § 226.7.

27       14. Defendants also failed to always adequately reimburse Plaintiff and other non-  
28 exempt employees for all reasonable and necessary work expenditures, including, but not limited

1 to, use of their personal specialty tools needed to perform their job duties, including specialty  
2 scissors. Despite requiring Plaintiff to incur these business expenses, Defendants failed to always  
3 reimburse Plaintiff for these necessary business expenditures.

4 15. As a result of Defendants' failure to compensate Plaintiff and other non-exempt  
5 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,  
6 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,  
7 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and  
8 other non-exempt employees for all minimum wages, overtime wages, and all meal and rest  
9 period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all  
10 wages owed at the time of their separation of employment with Defendants.

11 **CLASS ACTION ALLEGATIONS**

12 16. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the  
13 following Classes pursuant to Section 382 of the Code of Civil Procedure:

14 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
15 employees in the State of California who worked more than 8.0 hours per day  
16 and/or 40.0 hours per week and were subject to Defendants' timekeeping policies  
17 and/or practices, during the four years immediately preceding the filing of the  
18 lawsuit through the present.

19 b. The Minimum Wage Class consists of all of Defendants' current and former non-  
20 exempt employees in the State of California who were subject to Defendants'  
21 timekeeping policies and/or practices, during the four years immediately  
22 preceding the filing of the lawsuit through the present.

23 c. The Meal Period Class consists of all of Defendants' current and former non-  
24 exempt employees in the State of California who (i) worked at least one shift in  
25 excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours,  
26 during the four years immediately preceding the filing of the lawsuit through the  
27 present.

28 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.

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 fifty (50) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual 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 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;
- viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- ix. 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
- x. 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' uniform timekeeping policies and/or practices, and 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 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and was not paid all wages owed at time of separation from employment.

21. **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.

22. **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

1 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
2 employees who would be disinclined to file an action against their former and/or current employer  
3 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
4 employment. Further, the prosecution of separate actions by the individual class members, even  
5 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
6 with respect to the individual class members against Defendants herein; and which would  
7 establish potentially incompatible standards of conduct for Defendants; and/or legal  
8 determinations with respect to individual class members which would, as a practical matter, be  
9 dispositive of the interest of the other class members not parties to adjudications or which would  
10 substantially impair or impede the ability of the class members to protect their interests. Further,  
11 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
12 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
13 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

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

18 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and  
19 1198, which provides that non-exempt employees are entitled to all overtime wages and  
20 compensation for all overtime hours worked and provide a private right of action for the failure  
21 to pay all overtime compensation for overtime work performed.

22 25. At all times relevant herein, Defendants were required to properly compensate  
23 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime  
24 hours worked pursuant to California Labor Code § 1194 and Wage Order 14. Defendants caused  
25 Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Overtime  
26 Class with one and one-half times their regular rate of pay for such hours.

27 26. The foregoing policies and practices are unlawful and create an entitlement to  
28 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.

**SECOND CAUSE OF ACTION**

**MINIMUM WAGE VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

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

28. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

29. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 14.

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

31. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 14.

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

**THIRD CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

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

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

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

**FOURTH CAUSE OF ACTION**

**REST PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

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

37. Wage Order 14, § 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.

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

39. 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.

**FIFTH CAUSE OF ACTION**

**WAGE STATEMENT VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

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

41. 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.*

42. 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.

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

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1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

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**SEVENTH CAUSE OF ACTION**

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

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

## NECESSARY BUSINESS EXPENDITURES

**(AGAINST ALL DEFENDANTS)**

50. Plaintiff re-allege and incorporate by reference all previous paragraphs.

51. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to use their personal finances and purchase tools but Defendants failed to provide adequate reimbursement.

52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “[a]n employer shall indemnify his or her employee 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.”

53. 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.”

54. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 14, § 9, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

55. 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.

56. 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.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 58. 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 members of the Wage Statement Class with all accurate and complete, itemized wage statements  
14 in violation of Labor Code § 226; (f) failing to pay all wages owed to Plaintiff and members of  
15 the Waiting Time Class at the time of their separation of employment; and/or (g) failing to  
16 reimburse Plaintiff and the Expense Reimbursement Class for all necessary business  
17 expenditures.

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

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

27 61. The acts complained of herein occurred within the last four years immediately  
28 preceding the filing of the Plaintiff's Complaint.

62. 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 he is entitled to recover under Code of Civil Procedure § 1021.5.

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

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

64. 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 himself 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.

65. On February 11, 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second 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 1197;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;

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

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

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

8           12.      Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other  
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
10 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
11 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
12 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
13 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
14 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
15 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
16 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
17 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
18 each initial violation and \$200 for each subsequent violation per employee per pay period for  
19 those violations of the Labor Code for which no civil penalty is specifically provided, based on  
20 the Labor Code violations identified in Paragraph 64 (a)-(i);

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

23           14.      On all causes of action, for attorneys' fees and costs as provided by Labor Code  
24 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

2  
3     Dated: April 20, 2026

Respectfully submitted,  
HAINES LAW GROUP, APC

4  
5     By:



Paul K. Haines  
Attorneys for Plaintiff

6  
7                               **DEMAND FOR JURY TRIAL**

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

9  
10  
11     Dated: April 20, 2026

Respectfully submitted,  
HAINES LAW GROUP, APC

12  
13     By:



Paul K. Haines  
Attorneys for Plaintiff