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 Superior Court of California
 County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MIRANDA MARAVILLA, BETSY
 CASTELLANOS, and SARA MORENO as
 individuals and on behalf of all others similarly
 situated,

Plaintiff,

vs.

LOUIS VUITTON U.S. MANUFACTURING,
 INC., a Delaware corporation; and DOES 1
 through 100,

Defendants.

Case No.: 23STCV19872

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

- (1) **FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);**
- (3) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO REIMBURSE
 NECESSARY BUSINESS EXPENSES
 (LABOR CODE §§ 2802, 2804);**
- (6) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226 *et seq.*);**
- (7) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (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 Miranda Maravilla (“Plaintiff Maravilla”), Plaintiff Betsy Castellanos (“Plaintiff
2 Castellanos”), and Plaintiff Sara Moreno (“Plaintiff Moreno”) (collectively, “Plaintiffs”) on
3 behalf of themselves and all others similarly situated, hereby bring this Second Amended Class
4 and Representative Action Complaint against Louis Vuitton U.S. Manufacturing, Inc., a Delaware
5 corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
6 belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings
9 this action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204,
10 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et*
11 *seq.*, Business and Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage
12 Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This action is
13 brought pursuant to the California Code of Civil Procedure § 382. This Court has jurisdiction over
14 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
15 this Court's jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in the County of Los Angeles. Defendants transact business within the County of Los
20 Angeles and/or otherwise are found within the County of Los Angeles, and Defendants are within
21 the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
24 Plaintiffs were and currently are, California residents living within Los Angeles County. During
25 the four years immediately preceding the filing of this action and within the statute of limitations
26 periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants
27 as a non-exempt employee. Plaintiffs were, and are, victims of Defendants’ policies and/or
28 practices complained of herein, lost money and/or property, and have been deprived of the rights

1 guaranteed by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194,
2 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*, California Business and Professions Code § 17200
3 *et seq.* (“Unfair Competition Law”), and Wage Order 1, which sets employment standards for
4 industries producing articles or commodities.

5 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
6 years preceding the filing this action and continuing to the present, Defendants did (and continue
7 to do) business within the County of Los Angeles and the State of California by operating a
8 company that manufactures articles and commodities and therefore, were (and are) doing business
9 in the County of Los Angeles and the State of California.

10 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
13 further amend this action when such true names and capacities are discovered. Plaintiffs are
14 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
15 individual, partners, or corporate, were responsible in some manner for the acts and omissions
16 alleged herein, and proximately caused Plaintiffs and the Classes (as defined herein) to be subject
17 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
19 mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the
20 Classes.

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

28 8. At all times mentioned herein, Defendants, and each of them, were members of

1 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
2 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
3 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
4 members of the Classes.

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Defendants manufacture luxury articles and commodities, including handbags.
7 Defendants have employed Plaintiff Maravilla as a non-exempt “Artisan” since approximately
8 December 2020 until the present. Defendants employed Plaintiff Castellanos as a non-exempt
9 “Artisan” from approximately October 22, 2021 to approximately August 14, 2023. Defendants
10 employed Plaintiff Moreno as a non-exempt “Artisan” from approximately October 26, 2009 to
11 approximately May 2023. Specifically, Plaintiffs worked in a manufacturing warehouse owned
12 by Defendants in San Dimas, California. Plaintiffs’ primary job duties consisted of making
13 handbags with a sewing machine.

14 10. During Plaintiffs respective employment with Defendants, Defendants maintained
15 an unlawful policy/practice that failed to compensate Plaintiffs and other non-exempt employees
16 with at least the minimum wage and additional unpaid overtime for all hours actually worked
17 including, but not limited to, all hours they were subject to the control of Defendants and/or
18 suffered or permitted to work. Specifically, Defendants required Plaintiffs, and other non-exempt
19 employees to don protective gear prior to clocking in for their shift, but only paid Plaintiff
20 Maravilla, Plaintiff Castellanos, and other non-exempt employees for their scheduled shift time.
21 For example, Defendants displayed signage indicating to all employees that their “Steel Toe Boots
22 Are Required Past This Point,” before employees could reach the timeclock. In effect, Defendants
23 required their employees to don their steel toe boots before clocking in, a task that could take
24 approximately 4-5 minutes each day. Further, Plaintiff Moreno alleges Defendants failed to pay
25 overtime hours at the proper overtime rate of pay, including, without limitation, by paying
26 overtime hours at the improper rate(s) of pay, including failing to include Incentive Pay, and/or
27 recharacterizing overtime hours worked to appear that they worked at a different time or pay
28 period; by failing to pay for reporting time pay; and/or by manipulating or editing time records to

1 show lesser hours than actually worked during the pay period. As a result, Defendants required
2 Plaintiffs and other non-exempt employees to perform work while off-the-clock, and Defendants
3 failed to compensate Plaintiffs and other non-exempt employees for all minimum and overtime
4 wages earned.

5 11. Defendants failed to provide Plaintiffs and other non-exempt employees with all
6 legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that
7 failed to provide timely meal periods before the end of the fifth hour of work, and second thirty
8 (30) minute uninterrupted meal period for days on which employees worked in excess of ten (10)
9 hours in a work day. Even though Defendants scheduled meal periods to take place between 6:30
10 p.m. and 7:00 p.m., for shifts that began at 2:30 p.m., Defendants did not allow Plaintiff Maravilla,
11 Plaintiff Castellanos, and other non-exempt employees to leave any materials out on their
12 respective workstations in between the making of each handbag, which meant they could not
13 pause and later resume crafting a handbag. Defendants' policy and practice caused Plaintiff
14 Maravilla, Plaintiff Castellanos, and other non-exempt employees to frequently and consistently
15 delay their meal periods until after the end of the fifth hour of work in order to finish crafting the
16 handbag they were working on. As a result, Plaintiffs and other non-exempt employees did not
17 receive an additional hour of premium pay at their respective regular rates of pay for each
18 workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon
19 information and belief, Defendants failed to maintain pay codes for the payment of meal period
20 premium payments as required by Labor Code § 226.7.

22 12. Defendants failed to authorize and permit Plaintiffs and other non-exempt
23 employees to take all duty-free 10-minute rest periods to which they were legally entitled due to
24 Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize
25 and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required
26 to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches
27 a rest area away from his or her workstation and must be uninterrupted during the duration of the
28 rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE

Manual”) §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that “the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time”).

13. Here, Defendants maintain a bell system that alerted Plaintiffs and other non-exempt employees of the beginning and ending of their purported 10-minute rest periods, which fails to account for the time Plaintiffs and other non-exempt employees must travel to the designated rest area. Defendants also expected Plaintiffs and other non-exempt employees to be at their workstations before the bell announcing the end of their rest period rings, thereby further shortening their purported rest periods to less than 10 minutes. For example, Plaintiffs’ shifts began at 2:30 p.m., and Defendants rang a bell to alert Plaintiffs and other non-exempt employees of the beginning of their first rest period at 4:30 p.m. and at the end of their first rest period at 4:40 p.m. Similarly, Defendants rang a bell to alert Plaintiffs and other non-exempt employees of the beginning of their second rest period at 9:00 p.m. and at the end of their second rest period at 9:10 p.m. As a result, Defendants’ bell system does not account for the travel time Plaintiffs and other non-exempt employees need to reach the break room, which could take approximately 2 to 3 minutes depending on their location in the warehouse. Further, Defendants also expected Plaintiffs and other non-exempt employees to be at their workstations before the bell announcing the end of their rest period rang, thereby further shortening their purported rest periods to less than 10 minutes. Of note, Defendants’ supervisor reprimanded Plaintiff Castellanos for not returning to her workstation by the time the bell announcing the end of her rest period rang.

14. Moreover, Defendants pressured Plaintiffs, and other non-exempt employees to forgo their rest periods due to Defendants’ quota policies. Specifically, Defendants maintained an unrealistic quota policy that required Plaintiff Maravilla, Plaintiff Castellanos, and other non-exempt employees to craft a certain number of handbags per day. Defendants’ supervisors constantly pushed employees to meet Defendants’ quota policy, which created pressure on

employees to skip their rest periods in order to meet their quotas.

15. On occasions when Plaintiffs and other non-exempt employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code § 226.7.

16. Due to the extreme heat experienced inside Defendants' warehouse where Plaintiffs and other non-exempt employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, Defendants failed to provide adequate air conditioning, which created extreme heat in the warehouse. Likewise, Defendants' failure to provide adequate heating in the winter months exacerbated the cold temperatures in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

17. Defendants have failed, during the relevant time period, to comply with Labor Code section 226, subdivision (c) by failing to, upon written request to inspect or receive copies of records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or former employee, complying with the request within 21 days from the date thereof, in connection with Plaintiffs and other non-exempt employees. Defendants have failed to comply, during the relevant liability periods, with Labor Code section 1198.5 by failing to make the contents of personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee available for inspection within 30 calendar days from the date of a written request, as required by Labor Code section 1198.5.

18. Defendants have failed to reimburse Plaintiff Moreno and other non-exempt employees, during the relevant liability periods, as required under Labor Code section 2802 for business expenses in furtherance of their work duties, in violation of, among other authorities, Labor Code section 2802. Specifically, Plaintiff Moreno alleges Defendants failed to reimburse

her for supplies required to perform her job duties, mileage expenses, travel expenses, and client outings.

19. As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. Defendants also failed to pay all final wages owed to Plaintiffs and other non-exempt employees upon their respective separations from employment.

CLASS ACTION ALLEGATIONS

20. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to Code of Civil Procedure § 382:

- a. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per workweek and: (i) received Incentive Pay during a corresponding time period; and/or (ii) were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of this action through the present.
- b. The Minimum Wage Class consists of all Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who: (i) 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 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.

1 e. The Reimbursement Class consists of all of Defendant's current and former non-
2 exempt employees in California who were not reimbursed for necessary business
3 expenses during the four years immediately preceding the filing of this action
4 through the present.

5 f. The Wage Statement Class consists of all members of the Rest Period Class who
6 received a wage statement from Defendants, during the one year immediately
7 preceding the filing of this action through the present.

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

12 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
13 joinder of all members would be unfeasible and not practicable. The membership of the Classes
14 are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes
15 number greater than one hundred (100) individuals. The identity of such membership is readily
16 ascertainable via inspection of Defendants' employment records.

17 22. **Common Questions of Law and Fact Predominate/Well Defined Community**
18 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
19 situated non-exempt employees, which predominate over questions affecting only individual
20 members including, without limitation:

21 i. Whether Defendants lawfully paid premium wages for all overtime hours worked
22 to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194
23 and 1198;

24 ii. Whether Defendants lawfully paid all minimum wages for all hours worked to
25 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
26 1194.2 and 1197;

27 iii. Whether Defendants provided all legally compliant meal periods to members of
28 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- 1 iv. Whether Defendants authorized and permitted all lawful rest periods to members
2 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
3 v. Whether Defendants correctly paid meal and/or rest period premium payments for
4 non-compliant rest periods pursuant to Labor Code § 226.7;
5 vi. Whether Defendants failed to reimburse members of the Reimbursement Class for
6 all necessary business expenses incurred pursuant to Labor Code §§ 2802 and
7 2804;
8 vii. Whether Defendants furnished legally compliant wage statements to members of
9 the Wage Statement Class pursuant to Labor Code § 226; and
10 viii. Whether Defendants paid all wages/compensation due upon separation to
11 members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

12 23. **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 set forth above are numerous and substantial and stem from Defendants' policies
15 and/or practices applicable to each individual class member, such as Defendants' uniform
16 overtime and minimum wage policies/practices, meal and rest period policies/practices, and
17 expense reimbursement policies/practices. As such, common questions predominate over
18 individual questions concerning each individual class member's showing as to their eligibility for
19 recovery or as to the amount of their damages.

20 24. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
21 Plaintiffs were employed by Defendants as non-exempt employees in California during the
22 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
23 herein, Plaintiffs, like the members of the Classes, were deprived of all overtime and minimum
24 wages owed, were not provided all required meal periods, were not authorized and permitted to
25 take all required rest periods, were not reimbursed for all necessary business expenses, were not
26 provided with accurate, itemized wage statements, and did not receive all final wages owed at the
27 time of their respective separation from employment.

28 25. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary

steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to represent the members of the Classes and Plaintiffs fully and adequately. Plaintiffs' 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.

26. **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 Plaintiffs 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 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interests of the other class members not parties to adjudications, or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

As such, the Classes identified herein are maintainable as a Class under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

27. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

28. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

29. At all times relevant herein, Defendants were required to properly pay Plaintiffs 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 all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek.

30. At all times relevant herein, Defendants caused Plaintiffs and members of the Overtime Class to work overtime hours but did not compensate Plaintiffs or members of the Overtime Class at one and one-half times their regular rate of pay for such hours.

31. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

33. Wage Order 1 § 4 and California Labor Code §§ 1197 and 1182.12 establish the

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

6 34. At all relevant times herein, Defendants failed to conform their pay practices to
7 the requirements of the law. This unlawful conduct includes but is not limited to all hours they
8 were subject to Defendants' control. Accordingly, Plaintiffs and members of the Minimum Wage
9 Class were not compensated for all hours actually worked as required by the California Labor
10 Code and Wage Order 1.

11 35. California Labor Code § 1198 makes unlawful the employment of an employee
12 under conditions that the Industrial Welfare Commission prohibits. California Labor Code
13 §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal
14 minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well
15 as liquidated damages in an amount equal to the wages due and interest thereon.

16 36. As a direct and proximate result of Defendants' unlawful conduct as alleged
17 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including, but
18 not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
19 entitled to recover economic and statutory damages and penalties and other appropriate relief as
20 a result of Defendants' violations of the California Labor Code and Wage Order 1.

21 37. Defendants' timekeeping policies/practices are unlawful and create an entitlement
22 to recovery by Plaintiffs and members of the Minimum Wage Class in a civil action for the unpaid
23 amount of minimum wages, liquidated damages, including interest thereon, statutory penalties,
24 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210,
25 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

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

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Plaintiffs are 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 Plaintiffs 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 1 § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

40. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

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

41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

42. Wage Order 1, § 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.

43. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all lawful rest periods to which they were legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiffs and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by

1 California Labor Code § 226.7.

2 44. The foregoing violations create an entitlement to recovery by Plaintiffs and
3 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
4 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
5 to Labor Code §§ 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

8 **(AGAINST ALL DEFENDANTS)**

9 45. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

19 48. As alleged herein, due to Defendants’ unlawful reimbursement practices,
20 Defendants failed to indemnify Plaintiffs and the members of the Reimbursement Class for all
21 necessary business expenses incurred.

22 49. As a proximate result of Defendants’ policies and/or practices in violation of Labor
23 Code §§ 2802 and 2804, Plaintiffs and members of the Reimbursement Class are entitled to
24 damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to
25 proof at trial, pursuant to Labor Code § 2802.

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SIXTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(AGAINST ALL DEFENDANTS)

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

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a).

52. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with compliant wage statements resulted in actual injury, as said failures rendered Plaintiffs and other non-exempt employees unable to readily ascertain the information on their wage statements.

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

SEVENTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

54. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

56. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them

1 at the time of their separation including, among other things, underpaid overtime and minimum
2 wages owed and meal and rest period premium wages. Further, Plaintiffs are informed and
3 believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants
4 continue to fail to pay members of the Waiting Time Class all earned wages at the end of
5 employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
6 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

7 57. Defendants' willful failure to timely pay Plaintiffs and members of the Waiting
8 Time Class all earned wages upon separation from employment results in a continued payment
9 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and
10 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
11 plus reasonable attorneys' fees and costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

16 59. Defendants have engaged, and continue to engage, in unfair and/or unlawful
17 business practices in California in violation of California Business and Professions Code § 17200
18 *et seq.*, by, amongst other things, failing to pay Plaintiffs and the Classes all overtime and
19 minimum wages owed and meal and rest period premium wages owed.

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

25 61. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
26 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seeks full
27 restitution of monies as necessary and according to proof to restore any and all monies withheld,
28 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203

1 and 17208.

2 62. The acts complained of herein occurred within the last four years immediately
3 preceding the filing of this action.

4 63. Plaintiffs are compelled to retain the services of counsel to file this court action to
5 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf
6 of Defendants' current non-exempt employees, and to enforce important rights affecting the
7 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
8 which they are entitled to recover under Code of Civil Procedure § 1021.5.

9 **NINTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(AGAINST ALL DEFENDANTS)**

12 64. Plaintiffs re-allege and incorporates by reference all previous paragraphs.

13 65. Defendants have committed several Labor Code violations against Plaintiffs,
14 members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within
15 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved
16 employees, brings this representative action against Defendants to recover the civil penalties due
17 to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California
18 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
19 to: (1) \$100.00 for each initial violation for each failure to pay each employee pursuant to Labor
20 Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation pursuant
21 to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation pursuant
22 to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation
23 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
24 violation per employee per pay period for those violations of the Labor Code for which no civil
25 penalty is specifically provided, based on the following Labor Code violations:

26 a. Failing to pay Plaintiffs and other aggrieved employees all overtime compensation
27 earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

28 b. Failing to pay Plaintiffs and other aggrieved employees all minimum wages earned

in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiffs and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to maintain a work area that provided reasonable comfort consistent with industry-wide standards in violation of Labor Code § 558 and Wage Order 1, § 15(A);
- f. Failing to timely pay all final wages due to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 201- 203;
- g. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- h. Failing to reimburse Plaintiffs and other aggrieved employees for all necessary business expenses in violation of Labor Code §§ 2802, 2804;
- i. Failing to maintain accurate records on behalf of Plaintiffs and aggrieved employees in violation of Labor Code §§ 558 and 1174; and
- j. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

66. On August 18, 2023, Plaintiff Maravilla notified Defendants, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail of Defendants' violations of the California Labor Code and Plaintiff Maravilla's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff

1 Maravilla notifying Defendants of these violations, Plaintiff Maravilla has exhausted her
2 administrative requirements for bringing a claim under the Private Attorneys General Act with
3 respect to these violations.

4 67. On March 11, 2024 Plaintiff Moreno notified Defendants, via certified mail, and
5 the LWDA via e-mail of Defendants' violations of the California Labor Code and Plaintiff
6 Moreno's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*
7 with respect to violations of the California Labor Code identified herein. Now that sixty-five days
8 have passed from Plaintiff Moreno notifying Defendants of these violations, Plaintiff Moreno has
9 exhausted her administrative requirements for bringing a claim under the Private Attorneys
10 General Act with respect to these violations.

11 68. On April 25, 2025, Plaintiff Maravilla and Plaintiff Castellanos submitted a
12 supplemental notice to the LWDA and Defendants via certified mail, identifying additional Labor
13 Code violations during the relevant time period. More than sixty-five (65) days have passed since
14 the notice was provided. Accordingly, Plaintiff Maravilla and Plaintiff Castellanos have
15 exhausted their administrative requirements under PAGA with respect to these additional
16 violations.

17 69. Based on the foregoing, Plaintiffs seek to represent themselves and all other
18 Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants'
19 current and former nonexempt employees who worked for Defendants in California at any time
20 between August 18, 2022, and the present.

21 70. Plaintiffs were compelled to retain the services of counsel to file this court action
22 to protect their interests and the interests of other similarly aggrieved employees, and to assess
23 and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys'
24 fees and costs, which she is entitled to receive under California Labor Code § 2699.

25 **PRAYER**

26 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
27 behalf this suit is brought against Defendants, as follows:

- 28 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, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq.*;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, 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 pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation pursuant to Labor

Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 65 (a)-(j) above;

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

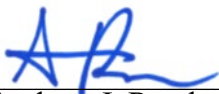
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 1194 *et seq.*, 226, 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

Dated: August 12, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Andrew J. Rowbotham
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: August 12, 2025

HAINES LAW GROUP, APC

By:



Andrew J. Rowbotham
Attorneys for Plaintiffs