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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RONNEKKA SPEARS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CONCORDE CAREER COLLEGES, INC., a
Delaware Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. CIVSB2613305

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
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**

1 Plaintiff Ronnekka Spears (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Concorde Career Colleges, Inc., a Delaware corporation; and Does 1
4 through 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages, penalties, and unreimbursed expenses under California
9 Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
10 1198, 2698 *et seq.*, 2802, 2804, and California Business and Professions Code § 17200 *et. seq.*
11 (“Unfair Competition Law”), and Industrial Welfare Commission Wage Order 5 (“Wage Order
12 5”) in addition to seeking declaratory relief, injunctive relief, and restitution. This Complaint is
13 brought pursuant to 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 Code of Civil Procedure §§
18 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
19 County of San Bernardino. Defendants’ own, maintain offices, transact business, have an agent
20 or agents within the County of San Bernardino, and/or otherwise are found within the County of
21 San Bernardino, and Defendants are within the jurisdiction of this Court for purposes of service
22 of process. Further some of the acts at issue in this lawsuit occurred within the County of San
23 Bernardino as Plaintiff was employed by Defendants in the County of San Bernardino.

24 **THE PARTIES**

25 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a California resident, residing in the County of San Bernardino.
27 During the four years immediately preceding the filing of the Complaint in this action, and within
28 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was

1 employed by Defendants as a non-exempt employee in San Bernardino County. Plaintiff was, and
2 is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or
3 property, and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-
4 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
5 2802, 2804, California Business and Professions Code § 17200 *et. seq.*, and Wage Order 5 which
6 sets employment standards for the public housekeeping industry, which includes teachers.

7 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
8 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
9 continue to do) business within the County of San Bernardino by operating a private school, and
10 employed Plaintiff and other, similarly situated non-exempt employees within San Bernardino
11 County and the state of California and, therefore, were (and are) doing business in San Bernardino
12 County and the State of California.

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

21 6. Plaintiff is informed and believes, and thereon alleges, that all Defendants,
22 however designated whether by real or fictitious name, were and are in some manner responsible
23 for the events, happenings, occurrence and instrumentalities upon and about which this action is
24 made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff
25 and all similarly situated employees.

26 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
27 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant
28 hereto, were, the agents servants, and employees and hirelings of each of the co-Defendants, as

well as the agents of all Defendants, and in doing things and acts herein alleged and complained of or in failing to do that which they should have done, were acting within the scope of employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants are a private school specializing in the education of nurses and other skilled medical professionals. Plaintiff was employed by Defendants as a non-exempt “LVN Instructor” from September 2024 to August 2025. Plaintiff’s job duties included supervising and teaching students both in the classroom and during clinical studies. During a typical workweek, Plaintiff was scheduled to work Monday and Tuesday, teaching students in the classroom from 8:00 a.m. to 4:30 p.m., although Plaintiff often arrived 45-minutes early to prepare her classroom for the day. On Wednesday through Friday, Plaintiff was required to commute to a hospital and/or nursing home to supervise students while they completed their clinical studies, which included hands on care for patients. On the clinical studies days, Plaintiff was scheduled to work from 7:00 a.m. to 4:30 p.m. However, due to the 1 hour plus commute time, combined with the need to arrive before the students, Plaintiff often worked from 5:30 a.m. to 4:30 p.m. Unless otherwise stated, all allegations contained herein occurred during Plaintiff’s employment with Defendants.

10. During Plaintiff’s employment with Defendants, Defendants did not pay Plaintiff and other non-exempt employees for all hours worked due to Defendant’s policy and practice of failing to pay its employees for pre-shift time spent preparing the classroom and commuting to and from far job sites. Further, Defendants often required Plaintiff and other teachers to deal with student issues, such as complaints, and/or keep office hours while Plaintiff and other teachers were off the clock. Defendant strictly forbid Plaintiff and other teachers from working significant

amounts of overtime but failed to adequately schedule their teachers for shifts that allowed Plaintiff and other teachers to complete all of their required tasks, including office hours. As a result of Defendants' requirement that Plaintiff and other teachers work off the clock, Defendants failed to pay Plaintiff and other teachers for all minimum and overtime wages owed.

11. Defendants failed to provide Plaintiff and other non-exempt employees with all required 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendant required Plaintiff and other non-exempt employees to care for students and otherwise remain on-duty throughout the workday. As a result of Defendant's policies/practices, Defendant failed to provide Plaintiff and other non-exempt employees timely duty-free meal periods. Further, on occasion when Plaintiff accurately recorded noncompliant meal periods, Defendants' supervisors would reprimand Plaintiff such that Plaintiff was required to clock out for a "meal period" in the middle of class but keep working. In addition, Defendants failed to provide a second meal period for shifts exceeding 10 hours. Defendants also failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay for each instance in which a violation occurred and/or did not pay such premium at the correct rate of pay, as required by Labor Code § 226.7.

12. Defendants also failed to provide Plaintiff and other non-exempt employees with all required duty-free rest periods because, upon information and belief, Defendants did not maintain a lawful rest period policy and the nature of the work being performed by Plaintiff and other non-exempt employees did not permit for duty-free rest periods while working. Assuming *arguendo* that Plaintiff and Defendants entered into a lawful written on-duty meal period agreement, such an agreement inherently concedes that the nature of Plaintiff's work precluded duty-free rest periods. Defendants also failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

13. Defendants required Plaintiff and other non-exempt employees to use their personal cell phones to clock in and out and to receive daily calls from their students, supervisors, and coworkers. Specifically, Defendants required Plaintiff to download teams to communicate

1 with students and coworkers as well as UKG to clock in and out for her shift. Despite requiring
2 employees to incur these necessary business expenses, Defendants failed to compensate Plaintiff
3 and other non-exempt employees for a reasonable portion of their monthly cell phone expenses
4 and home internet use during remote instruction. *See Cochran v. Schwan's Home Service, Inc.*
5 (2014) 228 Cal.App.4th 1137, 1144 (holding that employer who requires employees use their
6 personal cell phone for business purposes must reimburse a reasonable percentage of the
7 employee's cell phone bill). Defendants also failed to reimburse Plaintiff and other non-exempt
8 employees for their mileage when they were forced to commute to far away hospitals and nursing
9 homes during clinical study days. These commutes were often over an hour away which was
10 much further than the 20 minute drive to campus.

11 14. As a result of Defendants' failure to pay all minimum and overtime wages as well
12 as meal and rest period premium wages owed, Defendants maintained inaccurate payroll records,
13 and issued inaccurate wage statements. Further, Defendants failed to pay all final wages to
14 Plaintiff and other non-exempt employees upon their separation of employment due to the above
15 violations, including failure to reimburse for all business expenses.

16 **CLASS ACTION ALLEGATIONS**

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

- 19 a. The Minimum Wage Class consist of all Defendants' current and former non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 policies and/or practices, during the four years immediately preceding the filing of
22 this action through the present.
- 23 b. The Overtime Class consists of all of Defendants' current and former non-exempt
24 employees in California who worked more than eight (8) hours per day and/or
25 forty (40) hours per week and were subject to Defendants' timekeeping
26 policies/practices, during the four years immediately preceding the filing of this
27 action through the present.

1 c. The Meal Period Class consists of all Defendants' current and former non-exempt
2 employees in California who worked at least one shift in excess of 5.0 hours
3 without a meal period of at least 30 minutes commencing prior to the end of the
4 fifth hour of work, during the four years immediately preceding the filing of this
5 action through the present.

6 d. The Rest Period Class consists of all Defendants' current and former non-exempt
7 employees in California who worked at least one shift in excess of 3.5 hours,
8 during the four years immediately preceding the filing of this action through the
9 present.

10 e. The Expense Reimbursement Class consists of all of Defendants' current and
11 former non-exempt employees in California who were required use their personal
12 cell phone or personal vehicle during the four years immediately preceding the
13 filing of this action through the present.

14 f. The Wage Statement Class consists of all members of the Minimum Wage Class,
15 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
16 statement during the one year immediately preceding the filing of this action
17 through the present.

18 g. The Waiting Time Class consists of all formerly employed members of the
19 Minimum Wage Class, Overtime Class, Meal Period Class, Expense
20 Reimbursement Class and/or Rest Period Class, who separated their employment
21 from Defendants during the three years immediately preceding the filing of this
22 action through the present.

23 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
24 joinder of all members would be unfeasible and not practicable. The membership of the Classes
25 is unknown to Plaintiff at this time; however, it is estimated that the Classes numbers greater than
26 one hundred (100) individuals. The identity of such membership is readily ascertainable via
27 inspection of Defendants' employment records.

1 **17. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual members
4 including, without limitation to:

- 5 i. Whether Defendants' timekeeping policies and/or practices resulted in the failure
6 to properly compensate members of the Minimum Wage and Overtime Classes for
7 all hours actually worked;
- 8 ii. Whether Defendants provided all legally compliant meal periods to members of
9 the Meal Period Class;
- 10 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
11 members of the Rest Period Class;
- 12 iv. Whether Defendants provided meal and/or rest period premium payments for non-
13 compliant meal and/or rest periods; and
- 14 v. Whether Defendants failed to reimburse members of the Expense Reimbursement
15 Class for all necessary business expenses;
- 16 vi. Whether Defendants furnished legally compliant wage statements to members of
17 the Wage Statement Class;
- 18 vii. Whether Defendants' policies and/or practices for the timing and amount of
19 payment of final wages to members of the Waiting Time Class at the time of
20 separation from employment were unlawful; and

21 **18. Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual members of the Classes. The common
23 questions of law set forth above are numerous and substantial and stem from Defendants' policies
24 and/or practices applicable to each individual class member, such as Defendants' uniform
25 timekeeping policies/practices, meal and rest period policies/practices, and expense
26 reimbursement policies/practices. As such, the common questions predominate over individual
27 questions concerning each individual class member's showing as to his or her eligibility for
28 recovery or as to the amount of his or her damages.

1 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
2 Plaintiff, like the members of the Classes, was employed by Defendants in California during the
3 applicable statute of limitations period and was deprived of all minimum wages owed, overtime
4 wages owed, was not provided all legally required meal and rest periods, was not reimbursed for
5 all necessary business expenses, did not receive accurate, compliant wage statements, and was
6 not paid all final wages owed at the time of separation of employment.

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

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

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

9 **FIRST CAUSE OF ACTION**

10 **MINIMUM WAGE VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

13 23. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
14 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
15 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
16 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
17 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
18 wages and interest accrued thereon.

19 24. At all relevant times herein, Defendants failed to conform their pay practices to
20 the requirements of the law by failing to compensate Plaintiff and members of the Minimum
21 Wage Class for all hours worked including, but not limited to, all hours they were subject to the
22 control of Defendants and/or suffered or permitted to work under the California Labor Code and
23 Wage Order 5.

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

1 26. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
3 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 5.

6 27. The foregoing practices and policies are unlawful and create an entitlement to
7 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
8 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
9 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
10 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

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

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

19 30. At all times relevant herein, Defendants were required to properly compensate
20 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
21 hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an
22 employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay"
23 for work in excess of eight hours per workday and/or in excess of forty hours of work in the
24 workweek. Wage Order 5 § 3 also requires an employer to pay an employee double the
25 employee's regular rate of pay for work in excess of twelve hours each work day and/or for work
26 in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants
27 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the
28 Overtime Pay Class at one and one-half times their regular rate of pay for such hours or double

1 their regular rate of pay for those hours worked in excess of 12 hours in a single workday.

2 31. The foregoing policies and practices alleged herein are unlawful and create
3 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for
4 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil
5 penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
6 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
14 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite
15 Defendants' violations, Defendants did not in all instances pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 34. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 5,
20 including interest thereon, statutory penalties, civil penalties, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 36. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198
26 establish the right of employees to be authorized and permitted to take a paid rest period of at
27 least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

28 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members

1 of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay
2 rest period premium wages when rest periods were not authorized and permitted.

3 38. The foregoing violations create an entitlement to recovery by Plaintiff and
4 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
5 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
6 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

20 42. As a proximate result of Defendants’ policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, and Wage Order 5 § 9, Plaintiff and members of the Classes were
22 damaged in sums, which will be shown according to proof.

23 43. Plaintiff and members of the class are entitled to attorney’s fees and costs of suit
24 pursuant to Labor Code § 2802(c) for bringing this action. Pursuant to Labor Code § 2802(b), any
25 action brought for the reimbursement of necessary expenditures carries interest at the same rate
26 as judgments in civil actions. Thus, Plaintiff is entitled to interest, which shall accrue from the
27 date on which Plaintiff incurred the necessary expenditure.

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

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and other non-exempted employees with complete and accurate wage statements that included, among other requirements, all overtime wages earned, gross wages earned, and net wages earned, and the incorrect address for the legal entity that employed them in violation of Labor Code § 226 *et seq.*

46. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime owed, and deprived Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data.

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

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

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

49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation of 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.

1 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to timely pay Plaintiff and members of the Classes all final wages due to them at the time
3 of their separation including, among other things, underpaid overtime and meal and rest period
4 premiums. Defendants' failure to pay all final wages was willful within the meaning of Labor
5 Code § 203.

6 51. Defendants' failure to timely pay Plaintiff and members of the Classes their earned
7 wages upon separation from employment results in a continued payment of wages up to thirty
8 (30) days from the time the wages were due. Therefore, Plaintiff and members of the Classes are
9 entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs
10 of suit.

11 **EIGHTH CAUSE OF ACTION**
12 **UNFAIR COMPETITION**
13 **(AGAINST ALL DEFENDANTS)**

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

15 53. Defendants have engaged and continue to engage in unfair and/or unlawful
16 business practices in California in violation of California Business and Professions Code § 17200
17 *et seq.*, by failing to pay Plaintiff and the Classes all overtime and minimum wages owed; failing
18 to provide Plaintiff and the Classes lawful meal periods; failing to authorize and permit Plaintiff
19 and the Classes lawful rest periods; failing to reimburse Plaintiff and the Classes for all necessary
20 business expenses; failing to furnish accurate and complete itemized wage statements in violation
21 of § 226 *et seq.*; and failing to pay all final wages at the time of separation from employment.

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

27 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore all monies withheld, acquired and/or converted by the Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

59. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for

1 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 2 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
3 Wage Class, and other aggrieved employees in violation of Labor Code §§ 558,
4 1182.12, 1194, 1194.2, 1197, and 1198;
- 5 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
6 earned overtime compensation in violation of Labor Code §§ 510, 558, 1194, and
7 1198;
- 8 c. Failing to provide all legally required meal periods, and failure to pay meal period
9 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
10 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
11 512, 558, and 1198;
- 12 d. Failing to authorize and permit all legally required rest periods, and failure to pay
13 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
14 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
15 516, 558, and 1198;
- 16 e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
17 employees for all necessary work expenses incurred in violation of Labor Code §§
18 2802 and 2804;
- 19 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
20 employees with complete, accurate, itemized wage statements in violation of
21 Labor Code § 226;
- 22 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
23 Waiting Time Class, and other aggrieved employees at the time of separation in
24 violation of Labor Code §§ 201, 202, and 203;
- 25 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
26 twice during each calendar month in violation of Labor Code § 204; and
- 27 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
28 employees in violation of Labor Code §§ 1174 and 1198.

60. On April 20, 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 59 (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 her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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 she is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2 and 1197;
5. Upon the Second Cause of Action for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
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 wage statement 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 Eight Cause of Action for restitution to Plaintiff 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 Plaintiff, 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 Labor Code violations identified in Paragraph 59 (a)-(i);

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, 226, 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

2
3 Dated: June 25, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

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5 By:


Paul K. Haines
Attorney for Plaintiff

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7
8 **DEMAND FOR JURY TRIAL**

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

10
11 Dated: June 25, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By:


Paul K. Haines
Attorney for Plaintiff