

FILED
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 County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RIGOBERTO JESUS OREJEL MENDEZ, as
 an individual and on behalf of all others
 similarly situated,

Plaintiff,

vs.

HASA, INC., a California Corporation; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 26STCV15204

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

- (1) FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 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
 EXPENDITURES (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 Rigoberto Jesus Orejel Mendez (“Plaintiff”) on behalf of himself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant HASA, INC., a California Corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

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

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Los Angeles. Defendants transact business within the County of Los
18 Angeles and/or otherwise are found within the County of Los Angeles, and Defendants are within
19 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 living within Los Angeles County. During the
23 four years immediately preceding the filing of this action and within the statute of limitations
24 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
25 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
28 1198, 2698 *et seq.*, 2802, and 2804, California Business & Professions Code § 17200 *et seq.*

1 (“Unfair Competition Law”), and Wage Order 1, which sets employment standards for the
2 manufacturing, processing, refining, canning, and related industries.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this action and continuing to the present, Defendants did (and
5 continue to do) business within the County of Los Angeles and the State of California by operating
6 a water treatment plant, and therefore, were (and are) doing business in the County of Los Angeles
7 and the State of California.

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

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

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

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

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

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants operate multiple water treatment plants throughout California.
5 Plaintiff was employed by Defendants as a non-exempt employee in the position of “Yard Goat”
6 (or similarly titled position) from approximately July 2024 through approximately August 2025.
7 Plaintiff’s primary job duties included assisting drivers unload and load chemical products onto
8 a truck and performing water treatment procedures at the assigned destination(s). Plaintiff’s other
9 primary job duties included operating machinery on Defendants’ assembly line which filled
10 containers with chemicals.

11 10. During Plaintiff’s employment with Defendants, Defendants failed to compensate
12 Plaintiff and other non-exempt employees for all hours actually worked, resulting in unpaid wages
13 including (but not limited to) by requiring and/or permitting employees to work while off-the-
14 clock, including during their off-duty meal periods. Specifically, when Plaintiff was assigned to
15 help drivers unload trucks, he was frequently interrupted and worked while off the clock during
16 his meal period. In addition, Plaintiff was required to keep his personal cellular phone on him
17 during meal periods in order to respond to communications from his manager. However, Plaintiff
18 and other non-exempt employees were not compensated for this time due to Defendants’
19 timekeeping policies/practices, which fail to pay for all hours actually worked. Due to
20 Defendants’ timekeeping policies and practices that fail to compensate for all hours worked,
21 Plaintiff and other non-exempt employees were not compensated for all required minimum and
22 overtime wages.

23 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
24 all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices,
25 which have resulted in late (commencing after the fifth hour of work), short/interrupted (less than
26 30 minutes), and missed meal periods. Specifically, Plaintiff and other non-exempt employees
27 were often provided with meal periods commencing after the fifth hour of work. In addition, while
28 Plaintiff was performing his work assignments with truck drivers, Defendants did not require

1 Plaintiff and other non-exempt employees to record their meal periods. Rather, during these shifts,
2 Plaintiff's managers manually entered Plaintiff's meal period times even though Plaintiff did not
3 always receive a compliant meal period on such shifts. Although Plaintiff and other non-exempt
4 employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other
5 non-exempt employees with second meal periods on shifts over 10.0 hours. On occasions when
6 Plaintiff and other non-exempt employees were not provided with all lawful meal periods to
7 which they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an
8 additional hour of premium pay for each workday in which a meal period violation occurred, as
9 required by Labor Code § 226.7. Upon information and belief, throughout the relevant time
10 period, Defendants maintained no payroll code for paying meal period premiums under Labor
11 Code § 226.7.

12
13 12. On occasions when Plaintiff and other non-exempt employees were provided meal
14 and rest periods, Defendants required Plaintiff and other non-exempt employees to keep a cellular
15 phone on their person in order to communicate with their supervisors at all times, in violation of
16 *Augustus v. ABM Security Svcs., Inc.*, (2016) 2 Cal.5th 257. See *id.*, at 269 ("[O]ne cannot square
17 the practice of compelling employees to remain at the ready, tethered by time and policy to
18 particular...communications devices, with the requirement to relieve employees of all work duties
19 and employer control.") (emphasis added). As such, Defendants failed to relinquish control over
20 how Plaintiff and other non-exempt employees spent their meal and rest periods.

21 13. Defendants frequently interrupted Plaintiff and other non-exempt employees
22 during their rest periods to discuss job assignments and/or to require Plaintiff and other non-
23 exempt employees to return to work before the completion of 10-minutes net rest, rendering the
24 rest periods non-compliant. In addition, while Plaintiff was assisting truck drivers, Plaintiff was
25 regularly unable to take his rest periods due to work demands. On occasions when Plaintiff and
26 other non-exempt employees were not authorized and permitted to take all lawful rest periods to
27 which they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an
28 additional hour of premium pay for each workday in which a rest period violation occurred, as

1 required by Labor Code § 226.7. Upon information and belief, throughout the relevant time
2 period, Defendants maintained no payroll code for paying rest period premiums under Labor Code
3 § 226.7.

4 14. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
5 necessary business expenses, including personal cellular phone use. Plaintiff and other non-
6 exempt employees were required to use their personal cellular phones for necessary work
7 purposes. Specifically, Plaintiff would use his personal cellphone every day to communicate with
8 dispatch and his managers via call/text. Additionally, Defendants required Plaintiff and other non-
9 exempt employees to purchase specialty blades with their own funds without reimbursement.
10 Therefore, upon information and belief, Defendants never reimbursed Plaintiff and other non-
11 exempt employees the full cost of the tools necessary to perform their jobs nor did Defendants
12 reimburse Plaintiff and other non-exempt employees for a reasonable portion of their cellular
13 phone expenses. *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, and
14 Labor Code § 2802.

15 15. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
16 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
17 Defendants maintained inaccurate payroll records for Plaintiff and other non-exempt employees,
18 and failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their
19 respective separations of employment.

20 **CLASS ACTION ALLEGATIONS**

21 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
22 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 23 a. The Overtime Class consists of all of Defendants' current and former non-exempt
24 employees in the State of California who worked more than 8.0 hours per day
25 and/or 40.0 hours per week and were subject to Defendants' timekeeping policies
26 and/or practices, during the four years immediately preceding the filing of this
27 action through the present.

- 1 b. The Minimum Wage Class consists of all of Defendants' current and former non-
2 exempt employees in the State of California who were subject to Defendants'
3 timekeeping policies and/or practices, during the four years immediately
4 preceding the filing of this action through the present.
- 5 c. The Meal Period Class consists of all Defendants' current and former non-exempt
6 employees in the State of California who: (i) worked at least one shift in excess of
7 5.0 hours without being provided a meal period of at least 30-minutes commencing
8 before the end of the fifth hour of work; and/or (ii) worked at least one shift in
9 excess of 10.0 hours without being provided a second meal period of at least 30-
10 minutes commencing before the end of the tenth hour of work, during the four
11 years immediately preceding the filing of this action through the present.
- 12 d. The Rest Period Class consists of all Defendants' current and former non-exempt
13 employees in the State of California who worked at least one shift in excess of 3.5
14 hours, during the four years immediately preceding the filing of this action through
15 the present.
- 16 e. The Employee Expense Class consists of all Defendants' current and former non-
17 exempt employees in the State of California who were not adequately reimbursed
18 for reasonable and necessary expenditures in connection with their employment
19 with Defendants, during the four years immediately preceding the filing of this
20 action through the present.
- 21 f. The Wage Statement Class consists of all Defendants' current and former non-
22 exempt employees in the State of California who have received a wage statement
23 from Defendants, during the one year immediately preceding the filing of this
24 action through the present.
- 25 g. The Waiting Time Class consists of all formerly employed members of the
26 Overtime Class, Minimum Wage Class, Meal Period Class, Rest Period Class,
27 and/or Employee Expense Class, who separated their employment from
28

Defendants, during the three years immediately preceding the filing of this action 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 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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 non-exempt 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, sections 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 sections 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 all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- v. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- vi. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;

vii. Whether Defendants failed to reimburse members of the Employee Expense Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804;

viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and

ix. Whether Defendants maintained unlawful policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class pursuant to Labor Code sections 201-203.

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 set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timeclock policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, 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 at his regular rate of pay for missed or non-compliant meal and rest periods, was not reimbursed for all necessary business expenses, was not issued accurate itemized wage statements, and did not receive all final wages owed at the time of his 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

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
2 hour class actions in state and federal courts in the past and are committed to vigorously
3 prosecuting this action on behalf of the members of the Classes.

4 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiff
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
13 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
14 their vastly superior financial and legal resources. Moreover, requiring each member of the
15 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current employer
17 for real and justifiable fear of retaliation and permanent damage to their careers at subsequent
18 employment. Further, the prosecution of separate actions by the individual class members, even
19 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would
21 establish potentially incompatible standards of conduct for Defendants; and/or legal
22 determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further,
25 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
26 individual prosecution considering all of the concomitant costs and expenses attending thereto.
27 As such, the Classes identified herein are maintainable as a Class under section 382 of the Code
28 of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
6 1198, which provide that non-exempt employees are entitled to all overtime wages and
7 compensation for all overtime hours worked and provide a private right of action for the failure
8 to pay all overtime compensation for overtime work performed.

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

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

22 **SECOND CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

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

26 28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
27 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
28 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal

1 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
2 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
3 wages and interest accrued thereon.

4 29. At all relevant times herein, Defendants failed to conform their pay practices to
5 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
6 for all hours worked including, but not limited to, all hours they were subject to the control of
7 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
8 Order 1.

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

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

19 32. The foregoing practices and policies are unlawful and create an entitlement to
20 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
21 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
22 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
23 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

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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 1, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Specifically, Defendants failed to provide compliant first meal periods (timely, duty-free, and 30 minutes of net rest), failed to provide second meal periods for shifts in excess of 10.0 hours, and failed to pay an additional hour of premium pay at the employee's regular rate of pay for each day a compliant meal period was not provided. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

35. 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)

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

37. 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.

38. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period

1 Class to take all paid rest periods to which they were legally entitled, and failed to pay rest period
2 premium wages when rest periods were not authorized and permitted. Despite Defendants'
3 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members
4 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
5 California Labor Code § 226.7.

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

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

12 **(AGAINST ALL DEFENDANTS)**

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

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

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

23 43. As alleged herein, due to Defendants' unlawful reimbursement practices,
24 Defendants failed to indemnify Plaintiff and the members of the Employee Expense Class for all
25 necessary business expenses incurred, including personal cell phone usage and purchase of
26 specialty tools for work.

27 44. As a proximate result of Defendants' policies and/or practices in violation of Labor
28 Code sections 2802 and 2804, Plaintiff and members of the Employee Expense Class are entitled

1 to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according
2 to proof at trial, pursuant to Labor Code section 2802. Pursuant to Labor Code § 2802(b), any
3 action brought for the reimbursement of necessary expenditures carries interest at the same rate
4 as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are
5 entitled to interest, which shall accrue from the date on which they incurred the necessary
6 expenditure.

7 **SIXTH CAUSE OF ACTION**
8 **WAGE STATEMENT VIOLATIONS**
9 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 49. Plaintiff re-alleges and incorporated by reference all previous paragraphs.

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

11 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at the time of their separation including, among other things, unpaid minimum and overtime
14 wages and meal and rest period premium wages. Further, Plaintiff is informed and believes, and
15 based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail
16 to pay members of the Waiting Time Class all earned wages at the end of employment in a timely
17 manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all
18 final wages was willful within the meaning of Labor Code § 203.

19 52. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
20 Time Class all earned wages upon separation from employment results in a continued payment
21 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
22 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
23 plus reasonable attorneys' fees and costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 54. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.* by, amongst other things: (a) failing to pay Plaintiff and members of the Overtime Class
8 all overtime wages; (b) failing to pay Plaintiff and members of the Minimum Wage Class all
9 minimum wages; (c) failing to provide Plaintiff and members of the Meal Period Class with all
10 meal periods to which they are entitled, and/or failing to pay them meal period premium
11 payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and
12 members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e)
13 failing to reimburse Plaintiff and members of the Employee Expense Class; (f) knowingly failing
14 to furnish Plaintiff and members of the Wage Statement Class with all accurate and complete,
15 itemized wage statements in violation of Labor Code § 226; and/or (g) failing to timely pay
16 Plaintiff and members of the Waiting Time Class all final wages due to them at their separation
17 from employment.

18 55. 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 56. 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 57. The acts complained of herein occurred within the last four years immediately
28 preceding the filing this action.

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

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

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

10 60. Defendants have committed several Labor Code violations against Plaintiff,
11 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
12 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
13 employees, brings this representative action against Defendants to recover the civil penalties due
14 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
15 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
16 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
17 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
18 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
19 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
20 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
21 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
22 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
23 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent
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 Plaintiff, the Overtime Class, and other aggrieved employees all
27 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
28 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, and 558;
- 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, and 558;
- e. 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;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. 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;
- 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.

61. On May 13, 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 60 (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.

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

63. 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 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 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 60 (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.*, and 2802(c), and Code of Civil Procedure § 1021.5; and

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

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4 Dated: July 20, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

5
6 By:



Paul K. Haines
Attorneys for Plaintiff

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8 **DEMAND FOR JURY TRIAL**

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

10
11 Dated: July 20, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By:



Paul K. Haines
Attorneys for Plaintiff