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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

ANNETTE DEARING, an individual, REBECCA TAYLOR, an individual, JANETTE TELLO, an individual, on behalf of themselves and on behalf of all others similarly situated;

Plaintiffs,

vs.

LOVE'S COUNTRY STORES OF CALIFORNIA, a California corporation; and DOES 1 through 50,

Defendants.

Case No.: MCV090813

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);

(2) OVERTIME WAGE VIOLATIONS (LABOR CODE §§ 204, 510, 1194, 1198);

(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);

(4) RECOVERY AND REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);

(5) WAGE STATEMENT PENALTIES (LABOR CODE § 226);

(6) WAITING TIME PENALTIES (LABOR CODE §§ 201-203);

(7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802);

(8) UNFAIR COMPETITION (BUS & PROF CODE §§ 17200, *et seq*.); and

(9) CIVIL PENALTIES UNDER THE CALIFORNIA PRIVATE

ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

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Plaintiffs ANNETTE DEARING, REBECCA TAYLOR, and JANETTE TELLO ("Plaintiffs"), on behalf of themselves and all others similarly situated, hereby brings this Second Amended Class and Representative Action Complaint ("Complaint") against Defendants LOVE'S COUNTRY STORES OF CALIFORNIA, a California corporation, and DOES 1 to 50 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 212, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission ("IWC") Wage Order 7-2001 ("Wage Order 7"), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the Labor Code because the amount in controversy exceeds $25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Madera County, and some of the acts and omissions complained of herein occurred in Madera County. Furthermore, Plaintiff DEARING was employed by Defendants within Madera County.

PARTIES

3. Plaintiffs are, and at all times relevant herein are, individuals over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as a non-exempt employee. Plaintiffs were, and are, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 212, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Order 7.

4. Plaintiffs are informed and believe, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present,

Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other, similarly-situated non-exempt employees within the State of California and, therefore, were (and are) doing business in the State of California.

5. Plaintiff Rebecca Taylor was employed by Defendants as a non-exempt employee, paid on an hourly basis and entitled to minimum wages, overtime pay, and legally compliant meal, recovery and rest breaks from October 14, 2020 through March 14, 2022 at Defendant's William California location.

6. Plaintiff Janette Tello was employed by Defendants as a non-exempt employee, paid on an hourly basis and entitled to minimum wages, overtime pay, and legally compliant meal, recovery and rest breaks from approximately March 2013 through April 22, 2024 at Defendants' Coachella, California location.

7. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs, the Classes (as defined below), and Aggrieved Employees (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

9. Plaintiffs are informed and believe, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within

the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

10. At all times herein mentioned, 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. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

11. Defendants own and operate travel stops throughout the State of California. Defendants employed Plaintiff Dearing as an hourly-paid, non-exempt employee from approximately December 2021 to approximately June 20, 2023 as a shift lead at their travel stop in Madera, California.

12. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked. Plaintiffs and other non-exempt employees regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate employees for this time. Plaintiffs and other non-exempt employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including the value of Golden Hearts incentive compensation, into the regular rate of pay. As a result, Plaintiffs and other non-exempt employees were not compensated for all earned minimum and overtime wages.

13. Defendants failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),

and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt employees were not able to take their legally compliant meal breaks due to work demands imposed by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiffs' and other non-exempt employees' hours worked, including accurate time records showing when employees take their meal periods. On those occasions when Plaintiffs and other non-exempt employees were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Furthermore, on those occasions when Defendants paid meal period premiums to Plaintiffs and other non-exempt emloyees, Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including the value of Golden Hearts incentive compensation, into the regular rate of compensation.

14. Plaintiffs and other non-exempt employees were not authorized and permitted to take all required recovery and rest periods due to Defendants' unlawful recovery and rest period policies/practices, which failed to authorize and permit a net 10-minute recovery period to prevent heat illness or a 10-minute rest period for every four hours worked, or major fraction thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant recovery or rest breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other non-exempt employees were not authorized and permitted to take all legally compliant recovery or rest periods to which they were entitled, Defendants failed to compensate them with the required recovery or rest period premium(s) for each workday there was a recovery or rest period violation as mandated by Labor Code § 226.7. Furthermore, on those occasions when Defendants paid recovery or rest period premiums to Plaintiffs and other non-exempt emloyees, Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including the value of Golden Hearts incentive compensation, into the regular rate of compensation.

13. Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiffs and other non-exempt

employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including the value of Golden Hearts incentive compensation, into the sick leave pay rate calculation. Defendants further failed to pay all paid sick leave due to Plaintiffs and other non-exempt employees. For instance, Plaintiff DEARING took a sick day on June 12, 2023 but Defendants failed to pay her eight hours of paid sick leave for June 12, 2023.

14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to pay all meal, recovery and rest period premium wages, failure to pay all paid sick leave wages, and unlawful timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure to pay all minimum and overtime wages, paid sick leave wages, and meal, recovery and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-exempt employees upon their separation of employment from Defendants. Furthermore, Defendants failed to tender all wages they contend they owed to Plaintiffs DEARING on the date of her termination and paid these wages to Plaintiffs via direct deposit three days after her termination. Upon information and belief, Defendants failed to tender all wages they contend they owed to other no-exept employees at the time and place of their termination and impermissibly paid the wages via direct deposit after after termination.

15. Additionally, Defendants required Plaintiff DEARING and other non-exempt employees to use their personal cellphones to take temperatures of cook foods on an application. Despite requiring employees to incur these necessary business expenses, Defendants failed to reimburse Plaintiffs and other non-exempt employees for the cost of their expenses.

16. Labor Code § 212 provides: "(a) No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment. (2) Any scrip,

coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. (b) Where an instrument mentioned in subdivision (a) is protested or dishonored, the notice or memorandum of protest or dishonor is admissible as proof of presentation, nonpayment and protest and is presumptive evidence of knowledge of insufficiency of funds or credit with the drawee. (c) Notwithstanding paragraph (1) of subdivision (a), if the drawee is a bank, the bank's address need not appear on the instrument and, in that case, the instrument shall be negotiable and payable in cash, on demand, without discount, at any place of business of the drawee chosen by the person entitled to enforce the instrument."

17. During the relevant time period, Defendants administered a performance-based incentive compensation program called Golden Hearts. However, instead of compensating Plaintiffs and other employees in cash or a negotiable instructment, Defendants forced Plaintiffs to redeem their incentive compensation through the Golden Hearts program for merchandise in violation of Labor Code § 212.

18. Defendant also violated Labor Code § 212 by issuing final paychecks to Plaintiff DEARING and other employees via a paycard. Plaintiff DEARING was charged fees each time she used the paycard to retrieve her wages from an ATM machine. Upon information and belief, other employees were similarly charged a fee to retrieve their wages from paycards issued by Defendants.

CLASS ACTION ALLEGATIONS

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

a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' timekeeping and payroll policies and/or practices, during the four years immediately preceding the filing of this action through the present.

b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.

c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.

d. Recovery and Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.

e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.

f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Recivery and Rest Period Class, and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.

g. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this action through the present.

20. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

21. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to Plaintiffs and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;

b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;

c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

d. Whether Defendants authorized and permitted all legally compliant recovery and rest periods or paid all recovery and rest period premium wages due to members of the Recovery and Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

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

f. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802; and

g. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the 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.

22. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as a non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not paid all minimum and overtime wages owed due to Defendants' timekeeping and payroll policies/practices, was not provided all required meal periods, was not authorized and permitted all recovery and rest periods, did not receive premium pay for non-compliant meal, recovery and rest periods, was not paid all final wages upon

separation of employment, was not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all necessary business expenses.

23. **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 fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have litigated 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.

24. **Superiority**: The 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.

25. Moreover, requiring each member of the Class(es) 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. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

26. Furthermore, 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 interest 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. As such, the Classes identified hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(Against All Defendants)

27. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

28. Labor Code §§ 1182.12, 1197, and Wage Order 7, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Order 7.

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

30. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and

3289.

SECOND CAUSE OF ACTION

OVERTIME WAGE VIOLATIONS

(Against All Defendants)

31. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiffs and members of the Overtime Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

34. As a consequence of Defendants' non-payment of overtime wages, Plaintiffs and members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(Against All Defendants)

35. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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36. Plaintiffs are informed and believe, 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 Labor Code and Wage Order 7, § 11.

37. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. As a consequence of Defendants' unlawful meal period practices, Plaintiffs and members of the Meal Period Class seek recovery of unpaid premium wages for meal period violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

FOURTH CAUSE OF ACTION

RECOVERY AND REST PERIOD VIOLATIONS

(Against All Defendants)

39. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

40. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of employees to be provided with a recovery period to prevent heat illness and rest period of at least 10 minutes for each four-hour period worked, or major fraction thereof. Plaintiffs are informed and believes, and based thereon alleges, that despite Defendants' failure to authorize and permit Plaintiffs and members of the Recovery and Rest Period Class to take all legally compliant recovery and rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the recovery and rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

41. As a consequence of Defendants' unlawful recovery and rest period practices, Plaintiffs and members of the Recivery and Rest Period Class seek recovery of unpaid premium wages for recovery and rest period violations including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 226.7,

516, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT PENALTIES

(Against All Defendants)

42. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

43. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the employer in violation of Labor Code § 226.

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

45. As a consequence of Defendants' unlawful wage statement practices, Plaintiffs and members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

46. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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

employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

48. Plaintiffs are informed and believe, and based thereon alleges, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages, paid sick leave wages, and meal, recovery and rest period premium wages.

49. Furthermore, Plaintiffs are informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

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

51. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Against All Defendants)

52. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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

54. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and members of the Expense Reimbursement Class all necessary business expenses they incurred in the performance of their job duties.

55. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the class seek recovery of unreimbursed business expenses, including interest thereon, reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

56. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

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

a. failing to pay Plaintiffs and members of the Minimum Wage Class all minimum wages due;

b. failing to pay Plaintifsf and members of the Overtime Class all overtime wages due;

c. failing to provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all meal period premium wages due;

d. failing to authorize and permit Plaintiffs and members of the Recovery and Rest Period Class all recovery and rest periods to which they are entitled, and failing to pay them all recovery and rest period premium wages due;

e. failing to issue accurate and itemized wage statements to Plaintiffs and members of the Wage Statement Class;

f. failing to timely pay all final wages to Plaintiffs and members of the Waiting Time Penalty Class; and

g. failing to reimburse all necessary business expenses to Plaintiffs and members of the Expense Reimbursement Class.

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

59. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

61. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

62. Plaintiffs, are "aggrieved employees" within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved Employees"), brings this representative action against Defendants to recover the civil penalties due to Plaintiffs and 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 and/or 225.5 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 for each initial violation and $250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250 for each initial violation and $1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)

pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) $100 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required recovery and rest periods, and failure to pay recovery and rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;

g. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;

h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;

i. Violating Labor Code § 212 by issuing incentive compensation redeemable only in merchandise and by issue paycards to Aggrieved Employees that caused them to incur fees to withdraw their wages from ATM machines;

/ / /

j. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

k. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

63. On or about November 28, 2023, Plaintiff DEARING notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

64. On January 6, 2023, Plaintiff TAYLOR notified notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Plaintiff TAYLOR has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

65. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment for themselves 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 Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;

/ / /

4. Upon the First 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;

5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for recovery and rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 203;

10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to proof pursuant to Labor Code § 2802;

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 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 and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 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; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) $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;

13. Prejudgment interest on all due and unpaid wages pursuant to 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, 2699(g), and Code of Civil Procedure § 1021.5; and

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

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims.

DATED: December 8, 2025

JUSTICE FOR WORKERS, P.C.

By: ______________________
William C. Sung
Tiffany L. Luu
Attorneys for Plaintiffs ANNETTE DEARING

DATED: December 8, 2025

BARVIE LAW, APC

By: */s/ Nicole Barvie*
Nicole Barvie
Attorneys for Plaintiff REBECCA TAYLOR

DATED: December 8, 2025

AIMAN-SMITH & MARCY, P.C.

By: */s/ Hallie Von Rock*

Randall B. Aiman-Smith
Reed W.L. Marcy
Hallie Von Rock
Lisseth Bayona
Attorneys for Plaintiffs JANETTE TELLO

PROOF OF SERVICE
ANNETTE DEARING v. LOVE'S COUNTRY STORES OF CALIFORNIA
STATE OF CALIFORNIA, COUNTY OF MADERA

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9575 Bolsa Ave, Westminster, CA 92683.

On December 8, 2025, I served the foregoing document described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

[ ] by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

[ ] by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

[x] by electronically serving the document(s) listed above to:
SEE SERVICE LIST

[ ] by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on December 8, 2025, at Westminster, California.

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SERVICE LIST

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