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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Stephanie Garcia, DEPUTY

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

BRITNEY GARCIA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MOR DISTRIBUTION LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2619482

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

- (1) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS
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 Britney Garcia (“Plaintiff”) on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Defendant
3 MOR Distribution LLC, a California limited liability company, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 action for recovery of unpaid wages and penalties under California Labor Code sections 201-204,
8 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802,
9 and 2804, California Business and Professions Code section 17200 *et seq.*, and Industrial Welfare
10 Commission Wage Order 9 (“Wage Order 9”), in addition to seeking declaratory relief and
11 restitution. This action is brought pursuant to California Code of Civil Procedure section 382.
12 This 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 sections 395(a) and 395.5, as at least some of the acts and omissions complained of
17 herein occurred in the County of San Bernardino. Defendants transact business within the County
18 of San Bernardino and/or otherwise are found within the County of San Bernardino, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident living within San Bernardino County. During
23 the 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 and Professions Code § 17200 *et seq.*

1 (“Unfair Competition Law”), and Wage Order 9, which sets employment standards for the
2 transportation industry.

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 San Bernardino and the State of California by
6 operating a delivery service partnered with Amazon in Redlands, California, and therefore, were
7 (and are) doing business in the County of San Bernardino 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 a delivery service partnered with Amazon in Redlands,
5 California. Plaintiff was employed by Defendants as a non-exempt “Delivery Helper” from
6 approximately July 2025 through September 2025. Plaintiff’s primary job duties included loading
7 vans with packages, organizing packages, and delivering packages.

8 10. Defendants failed to maintain accurate daily timekeeping records for Plaintiff and
9 other non-exempt employees. Defendants required Plaintiff and other non-exempt employees to
10 perform work off-the-clock, including work during unpaid meal periods. Specifically, Plaintiff
11 was assigned to assist a delivery driver who would work through meal periods, requiring Plaintiff
12 to continue assisting with deliveries during her unpaid meal break. Due to these timekeeping
13 practices, Plaintiff and other non-exempt employees were deprived of minimum wages for all
14 hours worked. On occasions when Plaintiff and other non-exempt employees worked over eight
15 hours per day and/or forty hours per workweek, these practices also deprived them of all overtime
16 wages owed.

17 11. In addition to the off-the-clock work described above, Defendants failed to provide
18 Plaintiff and other non-exempt employees with timely, duty-free, uninterrupted 30-minute meal
19 periods. Plaintiff generally received one 30-minute meal period and clocked in and out for lunch,
20 but her meal period was not always provided before the end of the fifth hour of work, and she
21 was often required to continue working as described in the preceding paragraph. On the day
22 Plaintiff was injured, she clocked out for her meal period but continued to perform work
23 throughout her entire 30-minute break without compensation. Defendants did not compensate for
24 this time or pay an additional hour of premium pay for each workday in which a meal period
25 violation occurred, as required by Labor Code § 226.7.

26 12. Defendants did not authorize and permit Plaintiff and other non-exempt employees
27 to take duty-free rest periods regardless of shift length. Plaintiff was assigned to assist a different
28 delivery driver each day, and the drivers did not take rest periods. Although Plaintiff was told she

could take a rest period, the drivers would require her to assist in passing packages during any such break, effectively preventing duty-free rest periods. Despite these violations, Defendants failed to pay an additional hour of premium pay at Plaintiff's and other non-exempt employees' regular rates of pay for each violation, as required by Labor Code § 226.7.

13. Defendants failed to reimburse Plaintiff and other non-exempt employees for necessary business expenses, including personal cell phone use. Defendants required employees to use the "ADP" application on their personal phones to clock in and out, and Plaintiff used her personal cellular phone for this purpose approximately 10% of the time without reimbursement. Defendants never reimbursed Plaintiff or other non-exempt employees for a reasonable portion of their cellular phone expenses, as required by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

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

CLASS ACTION ALLEGATIONS

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

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

- 1 c. The Meal Period Class consists of all Defendants' current and former non-exempt
2 employees in California who: (i) worked at least one shift in excess of 5.0 hours
3 without being provided a meal period of at least 30-minutes commencing before
4 the end of the fifth hour of work; and/or (ii) worked at least one shift in excess of
5 10.0 hours without being provided a second meal period of at least 30-minutes
6 commencing before the end of the tenth hour of work, during the four years
7 immediately preceding the filing of this action through the present.
- 8 d. The Rest Period Class consists of all Defendants' current and former non-exempt
9 employees in California who worked at least one shift in excess of 3.5 hours,
10 during the four years immediately preceding the filing of this action through the
11 present.
- 12 e. The Reimbursement Class consists of all Defendants' current and former non-
13 exempt employees in California who were required to use their personal cellular
14 phone for work-related purposes without reimbursement, during the four years
15 immediately preceding the filing of this action through the present.
- 16 f. The Waiting Time Class consists of all formerly employed members of the
17 Overtime Class, Minimum Wage Class, Meal Period Class, Rest Period Class,
18 and/or Reimbursement Class, who separated their employment from Defendants
19 during the three years immediately preceding the filing of this action through the
20 present.
- 21 g. The Wage Statement Class consists of all members of the Overtime Class,
22 Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received
23 a wage statement from Defendants during the one year immediately preceding the
24 filing of this action through the present.

25 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and not practicable. The membership of the Classes
27 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
28 number greater than fifty (50) individuals. The identity of such membership is readily

ascertainable via inspection of Defendants' employment records.

17. **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 for all hours worked to members of the Minimum Wage Class 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/or Minimum Wage Class;
- 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 Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804;
- viii. Whether Defendants failed to furnish accurate, itemized wage statements to members of the Wage Statement Class, in violation of Labor Code § 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 §§ 201-203.

18. **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 timekeeping 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.

19. **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 deprived of all overtime and minimum wages owed, 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 her regular rate of pay for missed or non-compliant meal and rest periods, was not reimbursed for all necessary business expenses, was not provided with accurate, itemized wage statements, and did not receive all final wages owed at the time of her separation from employment.

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

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to

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

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

24 **(AGAINST ALL DEFENDANTS)**

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

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

1 compensation for overtime work performed.

2 24. At all times relevant herein, Defendants were required to properly pay Plaintiff
3 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
4 Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee
5 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
6 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Wage
7 Order 9, § 3 also requires an employer to pay an employee double the employee’s regular rate of
8 pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the
9 seventh consecutive day of work in the workweek.

10 25. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
11 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime
12 Class at one and one-half times their regular rate of pay for such hours.

13 26. The foregoing policies and practices are unlawful and create entitlement to
14 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
15 premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and
16 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198,
17 Wage Order 9, and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **MINIMUM WAGE VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

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

22 28. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
23 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
24 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
25 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
26 attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
27 wages and interest accrued thereon.

28 29. At all relevant times herein, Defendants failed to conform their pay practices to

1 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
2 for all hours worked including, but not limited to, all hours they were subject to the control of
3 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
4 Order 9.

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

10 31. As a direct and proximate result of Defendants' unlawful conduct as alleged
11 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
12 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
13 entitled to recover economic and statutory damages and penalties and other appropriate relief as
14 a result of Defendants' violations of the California Labor Code and Wage Order 9. Plaintiff and
15 the Class seek recovery pursuant to Wage Order 9 and Labor Code § 1199; interest pursuant to
16 Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant
17 to Labor Code § 1194.2; attorneys' fees and costs pursuant to Labor Code § 1194; and statutory
18 and/or civil penalties pursuant to Labor Code § 558(a).

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, 210,
23 216, 558, 1194, 1194.2, 1197, and 1198, Wage Order 9, and Code of Civil Procedure § 1021.5.

24 **THIRD CAUSE OF ACTION**

25 **MEAL PERIOD VIOLATIONS**

26 **(AGAINST ALL DEFENDANTS)**

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

28 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed in their affirmative obligation to provide all of their non-exempt employees in California,
2 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
3 in accordance with the mandates of the California Labor Code and Wage Order 9, § 11, for the
4 reasons set forth in the factual allegations and class definitions sections of this Complaint.
5 Specifically, Defendants failed to provide compliant first meal periods (timely, duty-free, and 30
6 minutes of net rest), failed to provide second meal periods for shifts in excess of 10.0 hours, and
7 failed to pay an additional hour of premium pay at the employee's regular rate of pay for each day
8 a compliant meal period was not provided. Despite Defendants' violations, Defendants did not
9 pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their
10 respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

11 35. As a result, Defendants are responsible for paying premium compensation for meal
12 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
13 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 9, and Code of Civil Procedure §
14 1021.5.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 37. Wage Order 9, § 12 and Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof.

22 38. As alleged herein, and due to Defendants' unlawful rest period policies and/or
23 practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period
24 Class to take all paid rest periods to which they were legally entitled, and failed to pay rest period
25 premium wages when rest periods were not authorized and permitted. Despite Defendants'
26 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members
27 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
28 California Labor Code § 226.7.

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

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **(AGAINST ALL DEFENDANTS)**

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

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

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

18 43. As alleged herein, due to Defendants’ unlawful reimbursement practices,
19 Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for all
20 necessary business expenses incurred, including personal cell phone usage.

21 44. As a proximate result of Defendants’ policies and/or practices in violation of Labor
22 Code sections 2802 and 2804, Plaintiff and members of the Reimbursement Class are entitled to
23 damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to
24 proof at trial, pursuant to Labor Code section 2802. Pursuant to Labor Code § 2802(b), any action
25 brought for the reimbursement of necessary expenditures carries interest at the same rate as
26 judgments in civil actions. Thus, Plaintiff and members of the Reimbursement Class are entitled
27 to interest, which shall accrue from the date on which they incurred the necessary expenditure.

28 ///

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

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

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements that included, among other requirements, all hours worked, all overtime and minimum wages earned, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

47. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class 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 and minimum wages owed, and meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

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

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

50. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wage earned immediately at the time of separation from employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of her intent to quit. In the event the employee provides less than 72 hours of notice of 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.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, underpaid overtime and minimum wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay 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 §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

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

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

54. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all overtime and minimum wages owed; failing to pay all required meal and rest period premium wages owed; failing to reimburse for all necessary business expenses incurred; knowingly failing to furnish complete and accurate, itemized wage statements; and failing to timely pay all final wages owed upon separation from employment.

55. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff, and continues 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.

56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged 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 any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

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

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

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

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 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 Reimbursement 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 *et seq.*;
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 558 and 1174;
- h. 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 §§ 201-203; and

- i. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204.

61. On June 30, 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 her 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 herself 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 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 compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,

1 1194.2, 1197, and 1198;

2 6. Upon the Third Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;

4 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

6 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code sections 2802 and 2804;

8 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226 *et seq.*;

10 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
11 to Labor Code §§ 201-203;

12 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
13 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
14 practices declared by this Court to be in violation of California Business and Professions Code §
15 17200 *et seq.*;

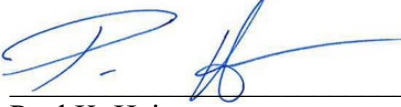
16 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
17 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
18 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
19 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
20 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
21 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
22 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
23 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
24 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
25 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
26 each initial violation and \$200 for each subsequent violation per employee per pay period for
27 those violations of the Labor Code for which no civil penalty is specifically provided, based on
28 the Labor Code violations identified in Paragraph 60 (a)-(j);

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

3 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §§ 218.5, 226, 1194 *et seq.*, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

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

6
7 Respectfully submitted,
Dated: September 4, 2026 HAINES LAW GROUP, APC

8
9 By:  _____

10 Paul K. Haines
11 Attorneys for Plaintiff

12 **DEMAND FOR JURY TRIAL**

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

14 Respectfully submitted,
15 HAINES LAW GROUP, APC

16 By:  _____

17 Paul K. Haines
18 Attorneys for Plaintiff