

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
 phaines@haineslawgroup.com
 Sean M. Blakely (SBN 264384)
 sblakely@haineslawgroup.com
 Liam A. Hall (SBN 358204)
 lhall@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

09/14/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

MATRIX BOTTLING GROUP, LLC, a
 Delaware Limited Liability Company; and
 DOES 1 through 100, inclusive,

Defendants.

Case No.: 26STCV21531

**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) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 et seq.); and**
- (8) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698 et seq.).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Jose Sanchez Garcia (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant Matrix Bottling Group, LLC, a Delaware limited liability
4 company, and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief alleges as follows:

6 **JURISDICTION**

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

15 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident living within Los Angeles County. During the
24 four years immediately preceding the filing of this action and within the statute of limitations
25 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
26 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
27 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
28 by Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

1 2698 *et seq.*, 2802, and 2804, California Business & Professions Code § 17200 *et seq.* (“Unfair
2 Competition Law”), and Wage Order 1, which sets employment standards for the manufacturing,
3 processing, refining, bottling, and related industries.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this action and continuing to the present, Defendants did (and
6 continue to do) business within the County of Los Angeles and the State of California by operating
7 a facility in Montebello, California which bottles, packages, and performs other related
8 manufacturing services, and were (and are) doing business in the County of Los Angeles and the
9 State of California.

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

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

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

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

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

5 **GENERAL FACTUAL ALLEGATIONS**

6 9. Defendants operate a bottling and packaging facility in Montebello, California.
7 Plaintiff has been employed by Defendants as a non-exempt employee in the position of
8 “Production” (or similarly titled position) since approximately October 2023. Plaintiff’s primary
9 job duties include wrapping palettes, cleaning his assigned department, and assisting with the
10 unloading and loading of products onto shipping trucks.

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, Plaintiff was required to keep
15 his personal cellular phone on him during meal periods in order to respond to communications
16 from his manager. However, Plaintiff and other non-exempt employees were not compensated
17 for this time due to Defendants’ timekeeping policies/practices, which fail to pay for all hours
18 actually worked. Due to Defendants’ timekeeping policies and practices that fail to compensate
19 for all hours worked, Plaintiff and other non-exempt employees were not compensated for all
20 required minimum and overtime wages.

21 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
22 all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices,
23 which have resulted in late (commencing after the fifth hour of work), short/interrupted (less than
24 30 minutes), and/or missed meal periods. Specifically, Plaintiff and other non-exempt employees
25 were provided with meal periods commencing after the fifth hour of work due to work demands.
26 On occasions when Plaintiff and other non-exempt employees were not provided with all lawful
27 meal periods to which they were entitled, Defendants failed to always pay Plaintiff and other non-
28 exempt employees an additional hour of premium pay for each workday in which a meal period

violation occurred, as required by Labor Code § 226.7.

12. In addition, Plaintiff was never provided with meal periods that were a full 30 minutes of “net rest” in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Defendants enforced a policy requiring employees to physically log their hours worked in addition to punching in and out for lunch at an electronic timekeeping machine. For example, after Plaintiff used the electronic timekeeping machine to punch out for lunch, he was then expected to walk approximately one to two minutes to the “log book” in order to physically document the punch out for his meal period. Plaintiff would then walk approximately another one to two minutes back to the break room before being relieved of all duties. As a result, Plaintiff and other non-exempt employees would spend approximately three to four minutes of their off-duty meal period walking to the “log book” and back to the break room. Therefore, Plaintiff was not provided with a full 30-minute meal period of net rest in an area appropriate for rest, as required by the applicable Wage Order. In addition, if Plaintiff began his meal period at 12:30 p.m., he was required to be back and ready to resume work precisely at 1:00 p.m. Defendants’ expectation was that Plaintiff and other non-exempt employees would be prepared to work immediately at the conclusion of the 30-minute meal period. Due to the need to account for time spent walking to the “log book” and back to the workstation from the break area, Plaintiff and other non-exempt employees were compelled to shorten their meal periods to ensure they were at their workstation and ready to begin work exactly at the end of the 30-minute period. On those occasions when Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7.

13. Defendants frequently interrupted Plaintiff and other non-exempt employees during their rest periods to discuss job assignments and/or to require Plaintiff and other non-exempt employees to return to work before the completion of 10-minutes net rest, rendering the rest periods non-compliant. In addition, and similar to meal periods, Plaintiff and other non-

1 exempt employees were expected to return from the 10-minute rest break by the end of the
2 designated break period. For example, if Plaintiff began his rest break at 10:30 a.m., he was
3 required to physically document his rest periods via the “log book” and then be back at his
4 workstation and ready to resume work precisely at 10:40 a.m. Defendants’ expectation was that
5 Plaintiff and other non-exempt employees would be prepared to work immediately at the
6 conclusion of the 10-minute break. Due to the need to account for time spent walking to and from
7 the “log book” and break room, Plaintiff and other non-exempt employees were effectively
8 required to shorten their rest breaks to ensure they were at their workstation and ready to begin
9 work exactly at the end of the 10-minute period. Thus, Plaintiff was unable to ever take 10 minutes
10 of “net rest” in an area appropriate for rest away from the workstation during his rest period.
11 Despite these violations, Defendants failed to pay Plaintiff and other non-exempt employees an
12 additional hour of premium pay at their regular rates of pay for each workday in which a rest
13 period violation occurred, as required by Labor Code § 226.7. On occasions when Plaintiff and
14 other non-exempt employees were not authorized and permitted to take all lawful rest periods to
15 which they were entitled, Defendants failed to always pay Plaintiff and other non-exempt
16 employees an additional hour of premium pay for each workday in which a rest period violation
17 occurred, as required by Labor Code § 226.7.

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

26 15. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
27 necessary business expenses, including personal cellular phone use. Plaintiff and other non-
28 exempt employees were required to use their personal cellular phones for necessary work

1 purposes. Specifically, Plaintiff would use his personal cellphone every day to communicate with
2 his colleagues and managers via call/text. Therefore, upon information and belief, Defendants
3 never reimbursed Plaintiff and other non-exempt employees for a reasonable portion of their
4 cellular phone expenses. *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th
5 1137, and Labor Code § 2802.

6 16. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
7 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
8 Defendants maintained inaccurate payroll records for Plaintiff and other non-exempt employees.

9 **CLASS ACTION ALLEGATIONS**

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

- 12 a. The Overtime Class consists of all of Defendants' current and former non-exempt
13 employees in the State of California who worked more than 8.0 hours per day
14 and/or 40.0 hours per week and were subject to Defendants' timekeeping policies
15 and/or practices, during the four years immediately preceding the filing of this
16 action through the present.
- 17 b. The Minimum Wage Class consists of all of Defendants' current and former non-
18 exempt employees in the State of California who were subject to Defendants'
19 timekeeping policies and/or practices, during the four years immediately
20 preceding the filing of this action through the present.
- 21 c. The Meal Period Class consists of all Defendants' current and former non-exempt
22 employees in the State of California who worked at least one shift in excess of 5.0
23 hours without being provided a meal period of at least 30-minutes commencing
24 before the end of the fifth hour of work, during the four years immediately
25 preceding the filing of this action through the present.
- 26 d. The Rest Period Class consists of all Defendants' current and former non-exempt
27 employees in the State of California who worked at least one shift in excess of 3.5
28 hours, during the four years immediately preceding the filing of this action through

the present.

e. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in the State of California who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years immediately preceding the filing of this action through the present.

f. The Wage Statement Class consists of all Defendants' current and former non-exempt employees in the State of California who have received a wage statement from Defendants, during the one year immediately preceding the filing of this action through the present.

18. **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.

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

20. **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.

21. **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, and was not issued accurate itemized wage statements.

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

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

individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class under section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, 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.

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

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

///

///

///

///

SECOND CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

29. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state 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.

30. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff 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 California Labor Code and Wage Order 1.

31. California 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.

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

33. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and

civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

35. 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.

36. 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)

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

38. 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.

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

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

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

42. At all relevant times herein, Defendants were subject to Labor Code section 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 her obedience to the directions of the employer."

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

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

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

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

47. 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 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, and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

48. Defendants' failure to furnish Plaintiff 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 and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

49. 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.*

/ / /

1

2

3

4

5

6

21

25

27

1 of Defendants' current non-exempt employees, and to enforce important rights affecting the
2 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
3 which he is entitled to recover under Code of Civil Procedure § 1021.5.

4 **EIGHTH CAUSE OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(AGAINST ALL DEFENDANTS)**

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

8 57. Defendants have committed several Labor Code violations against Plaintiff,
9 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
10 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
11 employees, brings this representative action against Defendants to recover the civil penalties due
12 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
13 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
14 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
15 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
16 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
17 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
18 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
19 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
20 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
21 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent
22 violation per employee per pay period for those violations of the Labor Code for which no civil
23 penalty is specifically provided, based on the following Labor Code violations:

- 24 a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
25 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
26 and 1198;
- 27 b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
28 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 *et seq.*;
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 558 and 1174; and
- 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.

58. On July 8, 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 57 (a)-(h). 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.

59. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved

Employees, as defined by Labor Code § 2699(c).

60. 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 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.*;

1 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
3 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
4 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
5 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
6 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
7 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
8 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
9 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
10 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
11 each initial violation and \$200 for each subsequent violation per employee per pay period for
12 those violations of the Labor Code for which no civil penalty is specifically provided, based on
13 the Labor Code violations identified in Paragraph 57 (a)-(h);

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

16 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
17 §§ 218.5, 226, 1194 *et seq.*, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

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

19
20 Dated: September 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

21
22 By:



Paul K. Haines
Attorneys for Plaintiff

23
24 ///

25
26 ///

27
28 ///

///

1
2 **DEMAND FOR JURY TRIAL**

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

4
5 Dated: September 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

6
7 By:



Paul K. Haines
Attorneys for Plaintiff