

**HAINES LAW GROUP, APC**

Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Fletcher W. Schmidt (SBN 286462)  
fschmidt@haineslawgroup.com  
Matthew K. Moen (SBN 305956)  
mmoen@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

**STONEBROOK LAW**

Joseph Tojarieh (SBN 265492)  
10250 Constellation Boulevard, Suite 100  
Los Angeles, California 90067  
Tel: (310) 553-5533 | Fax: (310) 553-5536  
jft@stonebrooklaw.com

Assigned for All Purposes  
Judge Randall J. Sherman  
Dept. CX105

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

GREGORY MEADE, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

PUMPKIN CITY'S PUMPKIN FARM INC., a  
California corporation; and DOES 1 through  
100, inclusive

Defendants.

Case No. 30-2024-01382083-CU-OE-CXC

**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) WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226 *et seq.*);**
- (6) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (7) UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200); and**

**(8) CIVIL PENALTIES UNDER  
THE PRIVATE ATTORNEYS  
GENERAL ACT (LABOR CODE  
§ 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Gregory Meade (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint  
3 (“Complaint”) against Defendants Pumpkin City’s Pumpkin Farm Inc., a California corporation;  
4 and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges  
5 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, expenses under California Labor Code §§ 201-  
9 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*,  
10 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and  
11 Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking  
12 declaratory relief, injunctive relief, and restitution. This class action is brought pursuant to  
13 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations  
14 of the California Labor Code because the amount in controversy exceeds this Court’s  
15 jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this jurisdictional district pursuant to California Code of Civil  
18 Procedure §§ 395(a) and 395.5, as Defendant’s principal place of business is located in the County  
19 of Orange. Defendants own, maintain offices, transact business, have an agent or agents within  
20 Orange County, and/or otherwise are found within Orange County, and Defendant are within the  
21 jurisdiction of this Court for purpose of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding  
25 the filing of this lawsuit and within the statute of limitations periods applicable to each cause of  
26 action pled herein, Plaintiff was employed by Defendants as an hourly employee. Plaintiff was,  
27 and is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or  
28 property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,

1 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*,  
2 California Business and Professions Code § 17200 and Wage Order 7, which sets employment  
3 standards for the mercantile industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
5 years preceding the filing of this Complaint and continuing to the present, Defendants did (and  
6 do) business operating multiple pumpkin patches, Christmas tree lots, and strawberry stands  
7 throughout Orange County, and employed Plaintiff and other, similarly situated non-exempt  
8 employees within Orange County and the state of California, and, therefore, were (and are) doing  
9 business in Orange County and the 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 through 100, and for that reason, said  
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
13 further amend this Complaint when such true names and capacities are discovered. Plaintiff is  
14 informed and believes, and based thereon alleges, that each of said fictitious defendants, whether  
15 individual, partner, or corporate, were responsible in some manner for the acts and omissions  
16 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject  
17 to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

23 7. Plaintiff is further informed and believes, and thereon alleges, that each of the  
24 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant  
25 hereto, were, the agents servants, and employees and hirelings of each of the co-Defendants, as  
26 well as the agents of all Defendants, and in doing things and acts herein alleged and complained  
27 of or in failing to do that which they should have done, were acting within the scope of  
28

1 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified  
2 each and every one of the acts or omissions alleged herein.

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

### 8 **GENERAL FACTUAL ALLEGATIONS**

9 9. Defendants operate a number of seasonal pumpkin patches (which include  
10 pumpkin sales alongside other amusements, rides and game booths) as well as Christmas tree lots  
11 and strawberry stands during the appropriate seasons. Plaintiff was employed by Defendants as a  
12 “Ride Handler” at the Laguna Hills pumpkin patch location from approximately September  
13 through October 2023.

14 10. Defendants utilized a timekeeping system, which upon information and belief,  
15 resulted in Plaintiff not being compensated for all hours actually worked. Specifically, although  
16 Defendants utilized a punch card system for tracking hours worked, they did not accurately record  
17 all hours actually worked. Specifically, Plaintiff frequently performed work after the end of his  
18 shift, including performing required maintenance on his rides and/or covering for other employees  
19 who were late to their shifts, and other employees also frequently performed work prior to and  
20 after their scheduled shifts without it being recorded by Defendants. Plaintiff and other employees  
21 were told that this work was considered “charity” and would not be compensated despite  
22 Defendants knowing that uncompensated work was being performed. As a result of Defendants’  
23 timekeeping policies/practices, Plaintiff and non-exempt employees were not paid all minimum  
24 and overtime wages owed to them.

25 11. Defendants failed to provide Plaintiff and other non-exempt employees with  
26 timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically,  
27 Defendants typically scheduled Plaintiff and other hourly employees for shifts of 5.75 hours but  
28 did not provide any meal periods during such shifts. Upon information and belief, Defendants

1 also did not keep any records of when employees did take meal periods in the event that they were  
2 able to take one. Defendants also failed to provide Plaintiff and other non-exempt employees with  
3 an additional hour of premium pay for each workday in which a meal period violation occurred,  
4 as required by Labor Code § 226.7.

5 12. Plaintiff was not authorized and permitted to take a rest period for every 4 hours  
6 worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically,  
7 Plaintiff was not authorized and permitted to take rest periods throughout the workday. Plaintiff  
8 and other non-exempt employees were required to man their rides and/or game booths by  
9 themselves and could not leave them unattended and would be reprimanded if they left their  
10 designated station. Because rest periods were not scheduled and no relief was provided,  
11 employees were unable to take rest periods throughout their shifts. Defendant also failed to  
12 provide Plaintiff and other non-exempt employees with an additional hour of premium pay for  
13 each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

14 13. As a result of Defendants' failure to pay all minimum wages, overtime wages, and  
15 meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued  
16 inaccurate wage statements, and failed to pay all final wages to Plaintiff and other non-exempt  
17 employees upon their separation of employment. Furthermore, although Plaintiff's final day  
18 worked during his seasonal employment was on October 31, 2023, Defendants told Plaintiff that  
19 he would not receive his final wages until the close of the next payroll cycle on November 17,  
20 2023 in violation of Labor Code Section 201.

### 21 **CLASS ACTION ALLEGATIONS**

22 14. Class Definitions: Plaintiff brings this action on behalf of himself and the  
23 following Classes pursuant to § 382 of the California Code of Civil Procedure:

- 24 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
25 employees in California who worked more than eight (8) hours per day and/or  
26 forty (40) hours per week were subject to Defendants' timekeeping  
27 policies/practices, during the four years immediately preceding the filing of the  
28 lawsuit 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, during the four years preceding the filing of the lawsuit through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours without a meal period of at least 30-minutes commencing before the end of the fifth hour of work, during the four years immediately preceding the filing of the lawsuit through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Wage Statement Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class, who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.
- f. The Waiting Time Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class, who separated their employment from Defendants during the three years immediately preceding the filing of the lawsuit through the present, as well as any other employee who was not paid all wages owed at the conclusion of their seasonal employment.

15. **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 and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- 5           i. Whether Defendants' timekeeping policies and/or practices resulted in the failure  
6           to properly compensate members of the Overtime and Minimum Wage Classes;
- 7           ii. Whether Defendants provided all legally compliant meal periods to members of  
8           the Meal Period Class;
- 9           iii. Whether Defendants authorized and permitted all legally compliant rest periods to  
10          members of the Rest Period Class;
- 11          iv. Whether Defendants provided meal and/or rest period premium payments for non-  
12          complaint meal and/or rest periods;
- 13          v. Whether Defendants furnished legally compliant wage statements to members of  
14          the Wage Statement; and
- 15          vi. Whether Defendants' policies and/or practices for the timing and payment of final  
16          wages to members of the Waiting Time Class were unlawful.

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

24           **18. Typicality:** Plaintiff's claims are typical of the claims of the Classes because  
25 Defendants employed Plaintiff as a non-exempt employee in California during the statute of  
26 limitations periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like  
27 the members of the Classes was deprived of all overtime and minimum wages, was not provided  
28



all legally required meal and rest breaks, was furnished with inaccurate and incomplete wage statements, and was not paid all final wages upon his separation of employment.

19. **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.

20. 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 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 Plaintiff 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 was 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. 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. Further, 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

1 members to protect their interests. Further, the claims of the individual members of the Classes  
2 are not sufficiently large to warrant vigorous individual prosecution considering all of the  
3 concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are  
4 maintainable under § 382 of the Code of Civil Procedure. As such, each of the Classes (as defined  
5 herein) are maintainable under § 382 of the Code of Civil Procedure.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES**

8 **(AGAINST ALL DEFENDANTS)**

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

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

14 23. At all times relevant herein, Defendants were required to properly pay Plaintiff  
15 and members of the Overtime Class for all overtime hours worked pursuant to California Labor  
16 Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee  
17 “one and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess  
18 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Defendants  
19 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the  
20 Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

21 24. The foregoing policies and practices alleged herein are unlawful and create  
22 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for  
23 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil  
24 penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216,  
25 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

28 **(AGAINST ALL DEFENDANTS)**

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

2           26.     Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the  
3 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.  
4 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
5 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
6 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
7 wages and interest accrued thereon.

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

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

18          29.     As a direct and proximate result of Defendants' unlawful conduct as alleged  
19 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but  
20 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are  
21 entitled to recover economic and statutory damages and penalties and other appropriate relief as  
22 a result of Defendants' violations of the California Labor Code and Wage Order 7.

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

28     ///

**THIRD CAUSE OF ACTION**  
**MEAL PERIOD VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

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

32. 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 7, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

33. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 7, including interest thereon, statutory penalties, civil penalties, and costs of suit.

**FOURTH CAUSE OF ACTION**  
**REST PERIOD VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

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

35. Wage Order 7, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

36. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay rest period premium wages when rest periods were not authorized and permitted.

37. 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

1 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289 and Wage  
2 Order 7.

3 **FIFTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
9 and the Wage Statement Class with accurate and complete itemized wage statements that  
10 included, among other requirements, all minimum and overtime wages owed, all meal and rest  
11 period premium wages earned, as well as the number of piece-rate units earned and any applicable  
12 piece rate, all in violation of Labor Code § 226.

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

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

22 **SIXTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

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

26 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require  
27 an employer to pay all wages earned immediately at the time of separation of employment in the  
28 event the employer discharges the employee, or if the employee provides at least 72 hours of

notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

44. 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 unpaid overtime and minimum wages as well as unpaid 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.

45. 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.

#### **SEVENTH CAUSE OF ACTION**

#### **UNFAIR COMPETITION**

#### **(AGAINST ALL DEFENDANTS)**

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

47. 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 failing to pay Plaintiff and the Classes all overtime and minimum wages owed; failing to provide Plaintiff and the Classes lawful meal periods; and failing to authorize and permit Plaintiff and the Classes lawful rest periods.

48. 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.

49. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore all monies withheld, acquired and/or converted by the Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

#### **EIGHTH CAUSE OF ACTION**

#### **PRIVATE ATTORNEYS GENERAL ACT**

#### **(AGAINST ALL DEFENDANTS)**

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

53. 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 himself 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 and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Plaintiff and other aggrieved employees at these employee's respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- 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 wages earned at least twice during each calendar month in violation of Labor Code § 204.



54. On February 27, 2024, 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 53 (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.

55. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former employees who worked for Defendants in California at any time between February 27, 2023, and the present.

56. 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).

## PRAAYER

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 Plaintiff's counsel 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;

1           5.       Upon the Second Cause of Action, for payment of minimum wages, liquidated  
2 damages, and penalties owed according to proof pursuant to Labor Code §§ 558, 1182.12, 1194,  
3 1194.2, and 1197;

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

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

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

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

12          10.      Upon the Seventh 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 & Professions Code §  
15 17200 *et seq.*;

16          11.      Upon the Eighth 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 53 (a)-(h);

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

3           13.     On all causes of action, for attorneys' fees and costs as provided by Labor Code  
4 §§ 218.5, 226, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

6  
7                     Respectfully submitted,  
Dated: May 3, 2024                     HAINES LAW GROUP, APC

8  
9                     By: \_\_\_\_\_

  
Fletcher W. Schmidt  
Attorneys for Plaintiff

10  
11  
12                     **DEMAND FOR JURY TRIAL**

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

14  
15                     Dated: May 3, 2024                     HAINES LAW GROUP, APC

16  
17                     By: \_\_\_\_\_

  
Fletcher W. Schmidt  
Attorneys for Plaintiff