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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

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

Plaintiff,

vs.

B & J, LLC, a California limited liability  
company; and DOES 1 through 100,  
Defendants.

Case No.: CVRI2400579

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

- (1) MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 558, 1194, 1198);**
- (3) FAILURE TO REIMBURSE  
NECESSARY BUSINESS  
EXPENDITURES (LABOR CODE  
§§ 2802, 2804);**
- (4) MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);**
- (5) REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516);**
- (6) WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226 *et seq.*);**
- (7) UNFAIR COMPETITION (BUS &  
PROF CODE § 17200 *et seq.*);**
- (8) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE §§ 2698, *et seq.*);**
- (9) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Guadalupe Sanchez (“Plaintiff”) on behalf of herself and all others similarly  
2 situated, hereby brings this Second Amended Class and Representative Action Complaint against  
3 Defendants B & J, LLC, a California limited liability company; Bernard Karcher Investments,  
4 Inc., a California corporation; Star Goals, LLC, a California limited liability company; and DOES  
5 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
8 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226  
9 *et seq.*, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804 and 2698 *et seq.*,  
10 and Business and Professions Code § 17200 *et. seq.* (“Unfair Competition Law”), and Industrial  
11 Welfare Commission Wage Order 5 (“Wage Order 5”), in addition to seeking declaratory relief  
12 and restitution. This action is brought pursuant to California Code of Civil Procedure § 382. This  
13 Court has jurisdiction over Defendants’ violations of the California Labor Code because the  
14 amount in controversy 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 Riverside. Defendants own, maintain offices, transact business, have  
19 an agent or agents within the County of Riverside, and/or otherwise are found within the County  
20 of Riverside, and Defendants are within the jurisdiction of this Court for purposes of service of  
21 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 living within Riverside County. During the  
25 four years immediately preceding the filing of this action and within the statute of limitations  
26 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as  
27 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices  
28 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed

1 by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,  
2 2802, 2804, and 2698 *et seq.*, California’s Unfair Competition Law, and Wage Order 5, which  
3 sets employment standards for the public housekeeping industry which includes businesses that  
4 prepare and serve food for consumption.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
6 years preceding the filing this action and continuing to the present, Defendants did (and continue  
7 to do) business within the County of Riverside and the State of California by operating a chain of  
8 “Carl’s Jr.” restaurants which prepare and serve charbroiled burgers, and therefore, were (and  
9 are) doing business in the County of Riverside 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 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 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, partners, 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 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 Defendants; 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 chain of “Carl’s Jr.” restaurants, including approximately 18  
7 locations in the state of California. Plaintiff was employed by Defendants as a non-exempt  
8 employee beginning in approximately 2006. Plaintiff began her employment with Defendants in  
9 an entry level position and currently holds the non-exempt position of “Assistant Manager.”

10 10. Defendants’ timekeeping policies and/or practices resulted in Plaintiff and other  
11 non-exempt employees not being compensated for all hours actually worked. Specifically,  
12 Defendants frequently required Plaintiff to deliver and/or pick up inventory and supplies from  
13 other locations and the warehouse on her way to or from work (i.e. before clocking in for the day  
14 or after clocking out for the day). Defendants did not provide any way to record the time spent  
15 performing this required work activity. Defendants would also contact Plaintiff by phone while  
16 she was not working to ask her to answer questions while off-the-clock, again without any method  
17 of recording her time spent on this required work activity. Further, on the rare occasions that  
18 Plaintiff was able to take a meal period, she was told not to use the break room but instead to  
19 remain in the main lobby so that she could keep an eye on the restaurant’s operations, which again  
20 constituted a required work activity that was not credited in her timekeeping records. As a result  
21 of these policies and practices, Defendants have deprived Plaintiff and other non-exempt  
22 employees of all minimum and overtime wages earned.

23 11. Additionally, Defendants paid Plaintiff and other non-exempt employees non-  
24 discretionary incentive pay and/or other forms of pay that are not excludable from an employee’s  
25 “regular rate” of compensation including, but not limited to, payments denoted in their wage  
26 statements as “Bonus,” or other forms of bonuses or incentives (hereinafter referred to as  
27 “Incentive Pay”). Despite paying Plaintiff and other non-exempt employees Incentive Pay,  
28 Defendants failed to properly incorporate the value of the Incentive Pay earned by Plaintiff and

1 other non-exempt employees when calculating their respective regular rates of pay, resulting in  
2 unpaid overtime wages.

3 12. Defendants frequently contacted employees on their cellular phones, including  
4 requiring employees to participate in a mandatory group text thread. Despite requiring Plaintiff  
5 and other non-exempt employees to utilize their personal cell phones for work purposes, during  
6 at least a portion of the liability period Defendants failed to offer any reimbursement to employees  
7 for the expenses associated with using their personal cell phones, as mandated by *Cochran v.*  
8 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code §§ 2802 and 2804.  
9 As identified above, Defendants also required Plaintiff and other non-exempt employees to use  
10 their personal vehicles for work purposes, including to drop off and pick up inventory and supplies  
11 from Defendant's other locations. However, Defendants never reimbursed Plaintiff or other non-  
12 exempt employees for the expenses associated with using their personal vehicles, including  
13 mileage. Defendants also required Plaintiff and other non-exempt employees to purchase uniform  
14 jackets bearing Defendants' name and logo, without reimbursement. As a result, Defendants  
15 failed to reimburse Plaintiff and other non-exempt employees for all of their necessary work  
16 expenditures.

17 13. Throughout Plaintiff's employment with Defendants, Defendants maintained an  
18 unlawful meal period policy and/or practice that failed to provide Plaintiff or other non-exempt  
19 employees with timely, uninterrupted, duty-free 30-minute meal periods commencing before the  
20 end of the fifth hour of work. Defendants failed to schedule employees' meal periods and  
21 informed employees that they were supposed to take a meal break when they had time. This  
22 policy/practice frequently meant that employees were not able to take a compliant meal break due  
23 staffing shortages and work demands. Furthermore, when Plaintiff was able to take a meal period,  
24 it was not duty-free and would usually be short or interrupted. Specifically, Plaintiff was informed  
25 by her district manager that she was not allowed to take breaks in the breakroom or leave the  
26 premises (even when clocked out for meal periods) because she still needed supervise the store.  
27 Additionally, since Defendants' meal period policy only provided a single meal period per shift,  
28 regardless of the length of the shift, Defendants denied Plaintiff or other non-exempt employees

1 a second meal period for shifts worked in excess of 10 hours in violation of Labor Code § 512,  
2 and Wage Order 5 § 11. Despite Defendants' failure to provide Plaintiff and other non-exempt  
3 employees with all legally-required meal periods to which they are entitled, Defendants failed to  
4 compensate Plaintiff and other non-exempt employees with an additional hour of premium pay at  
5 their respective regular rates of pay for each workday in which a meal period violation occurred,  
6 as required by Labor Code § 226.7.

7 14. Defendants also failed to authorize and permit Plaintiff and other non-exempt  
8 employees to take all duty-free 10-minute rest periods for every four hours worked, or major  
9 fraction thereof, due to Defendants' unlawful rest period policies/practices. Due to Defendants'  
10 staffing issues and work demands, Plaintiff and other non-exempt employees were routinely  
11 denied the opportunity to take one or more rest periods each workday, including third rest periods  
12 when working in excess of 10 hours in a workday. Additionally, even in the event that Plaintiff  
13 was able to take a rest period, as with meal periods, she was told that she could not use the  
14 breakroom and had to remain on restaurant premises in the lobby area, and would frequently be  
15 interrupted during her rest periods as a result. Despite Defendants' failure to authorize and permit  
16 Plaintiff and other non-exempt employees to take all legally-required rest periods to which they  
17 are entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with an  
18 additional hour of premium pay at their respective regular rates of pay for each workday in which  
19 a rest period violation occurred, as required by Labor Code § 226.7.

20 15. Defendants also failed to pay Plaintiff and other non-exempt employees all sick pay  
21 wages owed to them. Defendants' policies and practices dictated that sick pay payments be made  
22 at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiff and  
23 other non-exempt employees received Incentive Pay that was required to be included in their  
24 regular rate of pay, but were not, Plaintiff and other non-exempt employees have not been paid all  
25 sick pay wages owed to them.

26 16. As a result of Defendants' failure to pay all minimum wages owed, overtime wages  
27 owed, meal and rest period premium wages owed, and sick pay wages owed, Defendants  
28 maintained inaccurate payroll records and issued inaccurate wage statements, and failed to timely

1 pay all wages to Plaintiff and other non-exempt employees at the separation of their employment.

2 **CLASS ACTION ALLEGATIONS**

3 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the  
4 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 5 a. The Minimum Wage Class consists of all of Defendants' current and former non-  
6 exempt employees in California who were subject to Defendant's timekeeping  
7 policies and/or practices for non-exempt employees, during the four years  
8 immediately preceding the filing of this action through the present.
- 9 b. The Overtime Class consists of all of Defendants' current and former non-exempt  
10 employees in California who (i) were subject to Defendants' timekeeping policies  
11 and/or practices; and (ii) did not receive overtime wages equal to one and one-half  
12 times the employee's regular rate of pay for hours worked in excess of 8 hours per  
13 day and/or 40 hours per workweek, during the four years immediately preceding  
14 the filing of this action through the present.
- 15 c. The Reimbursement Class consists of all Defendants' current and former non-  
16 exempt employees in California who were not reimbursed for necessary business  
17 expenses incurred, during the four years immediately preceding the filing of this  
18 action through the present.
- 19 d. The Meal Period Class consists of all Defendants' current and former non-exempt  
20 employees in California who worked at least one shift in excess of 5 hours during  
21 the four years preceding the filing of this action through the present.
- 22 e. The Rest Period Class consists of all of Defendants' current and former non-  
23 exempt employees in California who worked at least one shift in excess of 3.5  
24 hours, during the four years immediately preceding the filing of this action through  
25 the present.
- 26 f. The Wage Statement Class consists of all members of the Minimum Wage Class,  
27 Overtime Class, Meal Period Class and/or Rest Period Class who received a wage  
28 statement from Defendants during the one year immediately preceding the filing

of this action through the present.

- g. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class and/or Rest Period Class whose employment with Defendants ended during the three years 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 are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) 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 failed to pay members of the Minimum Wage Class at least the statutory minimum wage for all hours worked, pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 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;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage and/or Overtime Class;
- iv. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804;
- v. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;



- 1 vi. Whether Defendants authorized and permitted all lawful rest periods to members  
2 of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;  
3 vii. Whether Defendants correctly paid meal and/or rest period premium payments for  
4 non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;  
5 viii. Whether Defendants furnished legally compliant wage statements to members of  
6 the Wage Statement Class pursuant to Labor Code § 226; and  
7 ix. Whether Defendants paid all wages due to members of the Waiting Time Class at  
8 the time of their separation of employment.

9 20. **Predominance of Common Questions:** Common questions of law and fact  
10 predominate over questions that affect only individual members of the Classes. The common  
11 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
12 and/or practices applicable to each individual class member, such as Defendants' uniform  
13 timekeeping policies/practices, reimbursement policies/practices, and meal and rest period  
14 policies/practices. As such, common questions predominate over individual questions concerning  
15 each individual class member's showing as to their eligibility for recovery or as to the amount of  
16 their damages.

17 21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because  
18 Plaintiff was employed by Defendants as a non-exempt employee in California during the  
19 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged  
20 herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime  
21 wages owed, was not provided all required meal periods, was not authorized and permitted to  
22 take all required rest periods, was not reimbursed for her necessary business expenses incurred,  
23 was not provided with accurate, itemized wage statements, and did not receive all earned wages  
24 at the termination of her employment.

25 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
26 to represent fairly and adequately the interests of the members of the Classes. Moreover,  
27 Plaintiff's attorneys are ready, willing and able to represent the members of the Classes and  
28 Plaintiff fully and adequately. 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.

23. **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 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 were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes 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 members to protect their interests. Further, 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 § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**  
**MINIMUM WAGE VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

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

25. Wage Order 5, § 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.

26. 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 5.

27. 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.

28. 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 5.

29. 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

1 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,  
2 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(AGAINST ALL DEFENDANTS)**

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

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

11 32. At all times relevant herein, Defendants were required to properly pay Plaintiff  
12 and members of the Overtime Class for all overtime hours worked pursuant to California Labor  
13 Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee one  
14 and one-half (1½) times the employee's regular rate of pay for the first 8 hours worked on the  
15 seventh consecutive day of work in a workweek. Wage Order 5, § 3 also requires an employer to  
16 pay an employee double the employee's regular rate of pay for work in excess of 8 hours on the  
17 seventh consecutive day of work in a workweek.

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

21 34. The foregoing policies and practices are unlawful and create entitlement to  
22 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime  
23 premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and  
24 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order  
25 5, and Code of Civil Procedure § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

14 38. As alleged herein, due to Defendants’ unlawful reimbursement practices, for some  
15 portion of the liability period, Defendants failed to indemnify Plaintiff and the members of the  
16 Reimbursement Class for all necessary business expenses incurred, including, among other  
17 things, personal cell phone usage, mileage on their own personal vehicle and purchasing of  
18 uniforms with the store logo.

19 39. As a proximate result of Defendants’ policies and/or practices in violation of Labor  
20 Code §§ 2802 and 2804, Plaintiff and members of the Reimbursement Class are entitled to  
21 damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to  
22 proof at trial, pursuant to Labor Code § 2802.

23 **FOURTH CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 failed in their affirmative obligation to provide all of their non-exempt employees in California,

1 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods  
2 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11, for the  
3 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite  
4 Defendants' violations, Defendants did not always pay an additional hour of premium pay to  
5 Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in  
6 accordance with California Labor Code §§ 226.7 and 512.

7 42. As a result, Defendants are responsible for paying premium compensation for meal  
8 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,  
9 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Code of Civil Procedure  
10 § 1021.5.

11 **FIFTH CAUSE OF ACTION**  
12 **REST PERIOD VIOLATIONS**  
13 **(AGAINST ALL DEFENDANTS)**

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

15 44. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of  
16 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour  
17 period worked, or major fraction thereof.

18 45. As alleged herein, and due to Defendants' unlawful rest period policies and/or  
19 practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period  
20 Class to take all lawful rest periods to which they were legally entitled. Despite Defendants'  
21 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members  
22 of the Rest Period Class at their respective regular rates of pay for each violation, as required by  
23 California Labor Code § 226.7.

24 46. The foregoing violations create an entitlement to recovery by Plaintiff and  
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums  
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according  
27 to Labor Code §§ 226.7, 516, and 558, Wage Order 5, and Code of Civil Procedure § 1021.5.

28 ///

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

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

48. 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 overtime and minimum wages earned, and all meal and rest period premium wages owed, in violation of Labor Code § 226 *et seq.*

49. 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 minimum and overtime wages owed, all meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

50. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for 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**  
**UNFAIR COMPETITION**  
**(AGAINST ALL DEFENDANTS)**

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

52. 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 minimum and overtime wages owed; failing to pay all required meal and rest period premium wages owed; failing to reimburse all necessary business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage statements.

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

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

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

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

17                                   **EIGHTH CAUSE OF ACTION**

18                                   **PRIVATE ATTORNEYS GENERAL ACT**

19                                   **(AGAINST ALL DEFENDANTS)**

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

21          58. Defendants have committed several Labor Code violations against Plaintiff,  
22 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"  
23 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved  
24 employees, brings this representative action against Defendants to recover the civil penalties due  
25 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California  
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited  
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each  
28 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each



1 failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent  
2 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
3 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
4 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
5 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
6 each initial violation and \$200.00 for each subsequent violation per employee per pay period for  
7 those violations of the Labor Code for which no civil penalty is specifically provided, based on  
8 the following Labor Code violations:

- 9 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum  
10 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2,  
11 and 1197;
- 12 b. Failing to pay Plaintiff and other aggrieved employees all overtime compensation  
13 earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;
- 14 c. Failing to reimburse Plaintiff and other aggrieved employees for all work-related  
15 expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 16 d. Failing to provide all meal periods as required by law and failing to pay meal  
17 period premiums to Plaintiff and other aggrieved employees at these employees'  
18 respective regular rates of compensation for meal period violations in violation of  
19 Labor Code §§ 226.7, 512, and 558;
- 20 e. Failing to authorize and permit Plaintiff and other similarly aggrieved employees  
21 to take all of their statutorily mandated, duty-free rest periods and failing to pay  
22 rest period premiums to Plaintiff and other aggrieved employees at these  
23 employees' respective regular rates of pay for rest period violations in violation of  
24 Labor Code §§ 226.7, 516, and 558;
- 25 f. Failing to pay Plaintiff and other aggrieved employees sick time pay at their  
26 regular rate of compensation in violation of Labor Code § 246;
- 27 g. Failing to furnish Plaintiff and other aggrieved employees with accurate and  
28 compliant itemized wage statements in violation of Labor Code § 226;

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

3 i. Failing to maintain accurate records on behalf of Plaintiff and aggrieved  
4 employees in violation of Labor Code §§ 558 and 1174.

5 59. On February 2, 2024, Plaintiff notified Defendants, via certified mail, and the  
6 California Labor and Workforce Development Agency (“LWDA”) via e-mail of Defendants’  
7 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties  
8 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor  
9 Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants  
10 of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim  
11 under the Private Attorneys General Act with respect to these violations.

12 60. Based on the foregoing, Plaintiff seeks to represent herself and all other Aggrieved  
13 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ current and  
14 former nonexempt employees who worked for Defendants in California at any time between  
15 February 2, 2023, and the present.

16 61. Plaintiff was compelled to retain the services of counsel to file this court action to  
17 protect her interests and the interests of other similarly aggrieved employees, and to assess and  
18 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and  
19 costs, which Plaintiff is entitled to receive under California Labor Code § 2699.

20 **NINTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

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

24 63. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which  
25 require an employer to pay all wages immediately at the time of separation of employment in the  
26 event the employer discharges the employee or the employee provides at least 72 hours of notice  
27 of their intent to quit. In the event the employee provides less than 72 hours of notice of their  
28 intent to quit, said employee’s wages become due and payable not later than 72 hours upon said

1 employee's last date of employment.

2 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
3 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
4 at their separation from employment, including unpaid overtime and minimum wages as well as  
5 unpaid meal and rest period premium wages.

6 65. Further, Plaintiff is informed and believes, and based thereon alleges, that as a  
7 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members  
8 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
9 to the requirements of Cal. Labor Code §§ 201-203.

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

14 67. Plaintiff and members of the Waiting Time Class are entitled to compensation  
15 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

16 **PRAYER**

17 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf  
18 this suit is brought against Defendants, as follows:

- 19 1. For an order certifying the proposed Classes;
- 20 2. For an order appointing Plaintiff as representative of the Classes;
- 21 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 22 4. Upon the First Cause of Action, for payment of minimum wages, liquidated  
23 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,  
24 1194.2 and 1197;
- 25 5. Upon the Second Cause of Action, for compensatory, consequential, general and  
26 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 27 6. For the Third Cause of Action, for compensatory, consequential, general and  
28 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

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

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

5           9.       Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code  
6 § 226 *et. seq.*;

7           10.      Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the  
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
9 practices declared by this Court to be in violation of California Business and Professions Code  
10 § 17200 *et seq.*;

11          11.      Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other  
12 aggrieved employees, and the State of California according to proof pursuant to Labor  
13 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial  
14 violation for each failure to pay each employee and \$200.00 for each subsequent violation or  
15 willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each  
16 employee; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant  
17 to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and  
18 \$250.00 for each subsequent employee pursuant to Labor Code § 1197.1 per employee per pay  
19 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant  
20 to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation  
21 and \$200.00 for each subsequent violation per employee per pay period for those violations of  
22 the Labor Code for which no civil penalty is specifically provided, based on the violations of  
23 Labor Code sections cited in Paragraph 58 (a)-(i) above;

24          12.      Upon the Ninth Cause of Action, for statutory waiting time penalties pursuant to  
25 Labor Code § 203;

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

28          14.      On all causes of action, for attorneys' fees and costs as provided by Labor Code

1 §§ 218.5, 226, 1194 *et seq.*, 2802, 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

3  
4 Dated: May 9, 2025

Respectfully submitted,  
HAINES LAW GROUP, APC

5  
6 By:



Fletcher W. Schmidt  
Attorneys for Plaintiff

7  
8 **DEMAND FOR JURY TRIAL**

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

10  
11 Dated: May 9, 2025

Respectfully submitted,  
HAINES LAW GROUP, APC

12  
13 By:



Fletcher W. Schmidt  
Attorneys for Plaintiff