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FILED
Superior Court of California
County of Los Angeles
10/15/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Gomez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SANDRA BRAVO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FOOTHILL CHILD DEVELOPMENT SERVICES, INC., a California Corporation; and DOES 1 through 100,

Defendants.

CASE NO.: 24STCV18240

SECOND 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) FAILURE TO PAY REPORTING TIME PAY (LABOR CODE §§ 204, 1198);

(4) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);

(5) WAGE STATEMENT VIOLATIONS (LABOR CODE §226 *et seq.*);

(6) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*);

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

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

(9) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558); and

(10) WAITING TIME PENALTIES (LABOR CODE §§ 201-203).

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Sandra Bravo ("Plaintiff"), on behalf of herself and all others similarly situated, hereby brings this Second Amended Class and Representative Action Complaint ("Complaint") against Foothill Child Development Services, Inc., a California Corporation; and Does 1 through 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this action for recovery of unpaid wages, penalties, and unreimbursed expenses under California Labor Code §§ 201- 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et* seq., and California Business and Professions Code § 17200 *et. seq*. ("Unfair Competition Law"), and Industrial Welfare Commission Wage Order 4 ("Wage Order 4") in addition to seeking declaratory relief, injunctive relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as Defendants' principal place of business is located in the County of Los Angeles. Defendants own, maintain offices, transact business, have an agent or agents within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

THE PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles. During the four years immediately preceding the filing of the Complaint in this action, and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee in Los Angeles County. Plaintiff was, and

is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and 2698 *et* seq., Unfair Competition Law, and Wage Order 4 which sets employment standards for the "Professional, Technical, Clerical, Mechanical and Similar Occupations."

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business within the County of Los Angeles by providing various behavioral and educational support services to individuals with disabilities and/or behavioral issues throughout Los Angeles County and other counties in California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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

6. Plaintiff is informed and believes, and thereon alleges, that all Defendants, however designated whether by real or fictitious name, were and are in some manner responsible for the events, happenings, occurrence and instrumentalities upon and about which these claims are made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned

were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

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

GENERAL FACTUAL ALLEGATIONS

9. Defendants provide various behavioral and educational support services to individuals with disabilities and/or behavioral issues throughout Los Angeles County. Plaintiff was employed by Defendants as a non-exempt behavior technician from approximately November 2021 through September 1, 2026. Plaintiff's primary job duties included traveling to client homes, creating lesson plans, and helping clients foster healthy coping activities and mechanisms. Unless otherwise specified, all allegations contained herein occurred during Plaintiff's employment with Defendants.

10. Defendants have failed to compensate Plaintiff and other non-exempt employees for all hours worked. Instead, Defendants paid Plaintiff and other non-exempt employees based solely on their scheduled hours. As a result, Defendants did not provide any method for Plaintiff or other non-exempt employees to track their daily hours. Defendants then knowingly permitted, and in some cases required, Plaintiff and other non-exempt employees to work outside of their scheduled hours without compensation. For example, Plaintiff was required to arrive up to 10-minutes before the start of her scheduled shift in order to, among other things, set up her materials, review notes, and prepare for the session. This time was uncompensated because it was outside of her scheduled shift. Additionally, Defendants failed to compensate Plaintiff and other non-exempt employees for time spent traveling to various appointments during the day. Plaintiff spent a total of approximately 40-60 minutes driving to and from client appointments, all without compensation. Moreover, Defendants frequently underpaid the hours reported on Plaintiff's and

other non-exempt employees' timekeeping records, leading to further underpayment of hours worked by Plaintiff and other non-exempt employees. Defendants also failed to compensate Plaintiff and other non-exempt employees for the time they spent preparing for appointments, travelling to appointments, and often waiting for clients who then cancelled appointments. Due to Defendants' timekeeping policies and/or practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages (when working over 8.0 hours per workday or 40.0 hours per workweek

11. Upon information and belief, Defendants also failed to compensate Plaintiff and other non-exempt employees for all required reporting time pay. Plaintiff and other non-exempt employees were required to, and did, report to appointments which did not proceed due to among other things, last minute client cancellations. When this happened, Plaintiff and other non-exempt employees were not provided with at least two hours of work at their regular rate of pay.

12. Defendants have also failed to reimburse Plaintiff and other non-exempt employees for the use of their personal cellular phones, vehicles, and supplies for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants required Plaintiff and other non-exempt employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones and/or use their wireless internet plans to use their company provided tablets. However, Defendants failed to reimburse Plaintiff and other non-exempt employees for a reasonable portion of their monthly cellular phone and wireless internet plans despite requiring their use for business purposes, as required by *Cochran v. Schwan's Home Service, Inc*., (2014) 228 Cal.App.4th 1137. Additionally, for a portion of the relevant time period, Defendants failed to reimburse Plaintiff and other non-exempt employees for their mileage to and from client homes. Defendants' policies/practices have also failed to reimburse Plaintiff and other non-exempt employees for expenses identified in their reimbursement requests due to the complexity and inadequacy of Defendants' policies and/or practices regarding reimbursements.

13. Defendants failed to provide Plaintiff and other non-exempt employees with duty-free, 30-minute meal periods before the end of the fifth hour of work on shifts over 6.0 hours.

Defendants' failure to schedule or allot any time for a 30-minute meal period meant that Plaintiff and other non-exempt employees did not have sufficient time between client appointments to have a meal period. Moreover, Plaintiff could not stop or interrupt a session with a client to then leave a client unattended in order to have a meal period. Plaintiff was also not provided with a consistent method to record her meal periods and is unaware of whether Defendants maintained any records of when employee meal periods began or ended. On occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiff and other non-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.

14. Defendants did not authorize and permit any duty-free rest periods regardless of shift length. 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 workday in which a rest period violation occurred, as required by California Labor Code § 226.7.

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

CLASS ACTION ALLEGATIONS

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

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

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

c. The Reporting Time Class consists of all of Defendants' current and former non-exempt employees in California who reported to work but were not put to work or were provided less than half their usual or scheduled day's work, and/or who were required to report to work a second time in a workday and were provided less than two hours of on the second reporting, on at least one occasion during the four years immediately preceding the filing of this action through the present.

d. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Reporting Time Class, Meal Period Class, and/or Rest Period Class who received a wage statement during the one year immediately preceding the filing of this action through the present.

f. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours without being provided 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 this action through the present.

g. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift of at least 3.5 hours, during the four years immediately preceding the filing of this action through the present.

h. The Waiting Time Class consists of all formerly employed members of the Overtime Class, Minimum Wage Class, Reporting Time Class, Meal Period Class,

Rest Period Class, and/or Reimbursement Class, who separated their employment from Defendants during the three years immediately preceding the filing of this action through the present.

17. **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 one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **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 employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;

ii. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

iii. Whether Defendants provided all reporting time pay to members of the Reporting Time Class pursuant to Wage Order 4 § 5, Labor Code §§ 204 and 1198;

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

vi. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;

vii. 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; and

viii. Whether Defendants maintained unlawful policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

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

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff, like the members of the Classes, was employed by Defendants in California during the applicable statute of limitations period and was deprived of all minimum wages owed, overtime wages owed, was not reimbursed for all necessary business expenses, did not receive compliant wage statements, did not receive meal and rest period premium wages at her regular rate of pay for missed or non-compliant meal and rest periods, and did not receive all final wages owed at the time of her separation from employment.

21. **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 represent the members of the Classes and 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.

22. **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 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 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 under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and

compensation for hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

25. 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 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 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 eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

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

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

28. Wage Order 4, § 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.

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

the requirements of the law by failing to compensate 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 4.

30. 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.

31. 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 4.

32. 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 4, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME PAY

(AGAINST ALL DEFENDANTS)

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

34. Wage Order 4, § 5 provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wages." Wage Order 4, § 5

establishes a guarantee of at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.

35. As alleged herein, Defendants have failed to pay Plaintiff and the Reporting Time Class required reporting time pay, when Plaintiff and Reporting Time Class members were called into work but were not put to work and/or were sent home after less than half their usual or scheduled day's work, in violation of Wage Order 4, § 5 and Labor Code §§ 204 and 1198.

36. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Reporting Time Class in a civil action for the unpaid amount of reporting time pay, including interest thereon, attorney's fees and costs of suit according to California Labor Code §§ 204, 218.5, 218.6, and 1198, Civil Code §§ 3287 and 3289, and Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

38. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "[an] employer shall indemnify his or her employee 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

39. At all relevant times herein, Defendants were subject to Labor Code § 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."

40. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Classes were damaged in sums, which will

be shown according to proof.

41. Plaintiff and members of the class are entitled to attorney's fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action. 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 is entitled to interest, which shall accrue from the date on which Plaintiff incurred the necessary expenditure.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

43. 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 the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a).

44. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages owed, and deprived Plaintiff of the information necessary to identify the discrepancies in Defendants' reported data.

45. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Classes 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*.

SIXTH 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 pay Plaintiff and the Classes all reporting time pay owed; failing to pay Plaintiff and the Classes all meal and rest period premium wages owed; failing to reimburse Plaintiff and the Classes for all necessary business expenses; and failing to furnish accurate and complete itemized wage statements in violation of § 226 *et seq*.

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 herself 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.

SEVENTH 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 herself and other aggrieved

employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee 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 per employee per violation in an initial citation and $1,000.00 per employee for each violation in a subsequent citation pursuant to Labor Code § 226.3 ; and/or (5) $100.00 per aggrieved employee per pay period, or $200.00 for each subsequent violation per aggrieved employee per pay period if the requirements of Labor Code § 2699(f)(2)(B) are met, for those violations of the Labor Code for which no civil penalty is specifically provided, subject to applicable limitations under Labor Code § 2699, based on the following Labor Code violations:

a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Plaintiff and other aggrieved employees at least the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

c. Failing to pay all reporting time pay owed to Plaintiff and other aggrieved employees in violation of Labor Code §§ 204 and 1198;

d. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees in violation of Labor Code §§ 226.7, 512, 558, and 1198;

e. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees in violation of Labor Code §§ 226.7, 516, 558, and 1198;

f. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

g. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements in violation of Labor Code § 226;

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; and

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

54. On June 21, 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)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former non-exempt employees who worked for Defendants in California at any time between June 21, 2023, and the present

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699(k)(1).

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EIGHTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

58. 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 4, § 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) 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.

59. 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 4, and Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

61. Wage Order 4, § 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.

62. 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 workday in which a rest period violation occurred, as required by California Labor Code § 226.7.

63. 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 4, and Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

65. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation from employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of 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 after said employee's last date of employment.

66. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, underpaid overtime, minimum, and reporting time wages owed, and meal and rest period premium wages owed. 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.

67. 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.

PRAYER

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

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

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

6. Upon the Third Cause of Action for payment of reporting time pay according to proof, pursuant to Labor Code §§ 204 and 1198 and Wage Order 4, § 5;

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

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

9. Upon the Sixth 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*.;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, 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; (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 per employee per violation in an initial citation and $1,000.00 per employee for each violation in a subsequent citation pursuant to Labor Code § 226.3 ; and/or (5) $100.00 per aggrieved employee per pay period or $200.00 per aggrieved employee per pay period if the requirements of Labor Code § 2699(f)(2)(B) are met, for those violations of the Labor Code for which no civil penalty is specifically provided, subject to applicable limitations under Labor Code § 2699, based on the Labor Code violations identified in Paragraph 53 (a)-(i);

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

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

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

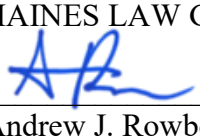
14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6, and Civil Code §§ 3287 and 3289;

15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq*., 2802(c), and 2698 *et seq*., and Code of Civil Procedure § 1021.5; and

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

Dated: October 15, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

Andrew J. Rowbotham
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

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

Respectfully submitted,
HAINES LAW GROUP, APC

Dated: October 15, 2026

By: _____
Andrew J. Rowbotham
Attorney for Plaintiff