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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EDWIN JAVALOIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DEANCO HEALTHCARE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. 24STCV19176

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Edwin Javalois (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants Deanco Healthcare, LLC, a California limited liability company, and DOES
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 1194, 1198, 2698 *et seq.*,
9 2802, 2804, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in addition to
10 seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant
11 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
12 violations of the California Labor Code because the amount in controversy exceeds this Court’s
13 jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is and was at all times relevant herein, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 During the four years immediately preceding the filing of the Complaint in this action and within
25 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
26 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’
27 policies and/or practices complained of herein, lost money and/or property, and has been deprived
28 of the rights guaranteed by California Business and Professions Code § 17200, *et. seq.*, Labor

Code §§ 204, 226, 226.7, 510, 512, 516, 1194, 1198, 2698 *et seq.*, 2802, 2804, and Wage Order 4, which sets employment standards for “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 in California by owning and operating Mission Community Hospital, which provides medical, surgical, and mental health care.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to 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, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 16) 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 at all 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.

FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee in the position of “Mental Health Worker” from approximately 2020 until the present, though he has been on administrative leave since approximately July 1, 2024. Plaintiff was employed at Mission Community Hospital in Panorama City, where his job duties included watching patients, taking their vitals, handling new patient paperwork, and transferring patients.

10. During Plaintiff’s employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, this timekeeping system used by Defendants recorded hours worked to the minute; however, Defendants rounded Plaintiff and other non-exempt employees’ hours to the nearest quarter of an hour, so that over a period of time they were deprived of all minimum and overtime wages. Defendants’ timekeeping policies/practices were not even-handed and have resulted in Plaintiff and other non-exempt employees not being compensated for all hours worked.

11. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices. Specifically, Plaintiff was never provided with meal periods that were a full 30 minutes of “net rest” in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Because of the distance between Defendants’ breakrooms and timeclocks, Plaintiff and other non-exempt employees would have to shorten their meal periods several minutes in order to return to their workstation prior to the end of their meal periods to avoid disciplinary action. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor

Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

12. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees. Specifically, Plaintiff and other non-exempt employees were not provided with a full 10 minutes of “net rest” in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their rest periods. Because of the distance between Defendants’ breakrooms and employees’ workstations, Plaintiff and other non-exempt employees would have to shorten their rest periods several minutes in order to return to their workstation prior to the end of their rest periods to avoid disciplinary action. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiff or other non-exempt employees any rest period premiums.

13. During Plaintiff’s employment with Defendants, Defendants also failed to properly calculate the regular rate of pay when calculating their employees’ sick time pay, thus providing Plaintiff and other non-exempt employees with sick time pay at below the regular rate of pay, in violation of California law.

14. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to communicate with co-workers. Despite requiring Plaintiff and other non-exempt employees to use their personal cell phones, Defendants did not adequately reimburse Plaintiff and other non-exempt employees for these expenses.

15. As a result of Defendants’ failure to compensate Plaintiff and other non-exempt employees for all meal and rest period premium wages, and sick time pay at the correct regular rate of pay, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

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CLASS ACTION ALLEGATIONS

16. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. 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 immediately preceding the filing of the Complaint through the present.
- b. 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 week and were subject to Defendants' timekeeping policies during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint 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 of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.
- e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for reasonable and necessary expenditures in connection with their employment with Defendants, during the four years immediately preceding the filing of the Complaint through the present.
- f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

1 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the classes
3 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes
4 number is in excess of one hundred (100) individuals as to each class. The identity of such
5 membership is readily ascertainable via inspection of Defendants' employment records.

6 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
8 situated employees, which predominate over questions affecting only individual members
9 including, without limitation, to:

- 10 i. Whether Defendants paid all minimum wages owed to members of the Minimum
11 Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2
12 and 1197;
- 13 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
14 not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to
15 perform overtime work and not paying for said work in accordance with the
16 overtime laws of the State of California;
- 17 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
18 properly compensate members of the Overtime Class and Minimum Wage
19 Classes;
- 20 iv. Whether Defendants provided legally compliant meal periods to members of the
21 Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 22 v. Whether Defendants correctly paid meal period premium payments for non-
23 compliant meal periods pursuant to Labor Code § 226.7;
- 24 vi. Whether Defendants authorized and permitted legally compliant rest periods to
25 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 26 vii. Whether Defendants correctly paid rest period premium payments for non-
27 compliant rest periods pursuant to Labor Code § 226.7;
- 28 viii. Whether Defendants' policies and/or practices regarding reasonable and necessary

business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class; and

- ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or 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:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid minimum and overtime wages due to Defendants' timekeeping policies/practices, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, and/or were not reimbursed for necessary business expenses, were not issued accurate itemized wage statements.

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 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.

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 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 are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

24. 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.

1 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
2 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
3 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
4 wages and interest accrued thereon.

5 25. At all relevant times herein, Defendants failed to conform their pay practices to
6 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
7 for all hours worked including, but not limited to, all hours they were subject to the control of
8 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
9 Order 5.

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

15 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
16 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
17 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
18 entitled to recover economic and statutory damages and penalties and other appropriate relief as
19 a result of Defendants' violations of the California Labor Code and Wage Order 4.

20 28. The foregoing practices and policies are unlawful and create an entitlement to
21 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
22 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
23 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
24 1194, 1197, and 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY ALL OVERTIME WAGES**

27 **(AGAINST ALL DEFENDANTS)**

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

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

31. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 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 8 hours per workday and/or in excess of 40 hours of work in the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay for such hours.

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

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

34. Plaintiff is informed and believe, 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. 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.

35. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. 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.

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

39. 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 Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEES FOR

NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

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

41. Based on information and belief, Defendants required Plaintiff and members of the Employee Expense Class to use their personal cellular phones but failed to provide adequate reimbursement.

42. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “[a]n 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.”

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

44. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 5, § 9, Plaintiff and members of the Employee Expense Class were damaged in sums, which will be shown according to proof.

45. Plaintiff and members of the Employee Expense Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

46. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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 accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

49. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed, and deprived them of the information necessary to identify the

discrepancies in Defendants' reported data.

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

SEVENTH CAUSE OF ACTION

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 Business & Professions Code § 17200 *et seq.*, by: (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226; and (g) failing to provide adequate reimbursement for all reasonable and necessary business expenditures.

53. 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.

54. Because Plaintiff is a victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld,

1 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
2 and 17208.

3 55. The acts complained of herein occurred within the last four years immediately
4 preceding the filing of the Plaintiff's Complaint.

5 56. Plaintiff was compelled to retain the services of counsel to file this Complaint to
6 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf
7 of Defendants' current non-exempt employees, and to enforce important rights affecting the
8 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
9 which they are entitled to recover under Code of Civil Procedure § 1021.5.

10 **EIGHTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(AGAINST ALL DEFENDANTS)**

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

14 58. Defendants have committed several Labor Code violations against Plaintiff,
15 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
16 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
17 employees, brings this representative action against Defendants to recover the civil penalties due
18 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
19 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
20 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
21 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
22 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
23 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
24 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
25 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
26 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
27 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
28 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 the statutory minimum wage for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1194, 1194.2, and 1197;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- c. Failing to provide meal periods as required by law, and failing to pay meal period premiums, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failing to pay rest period premiums, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. 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
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

59. On July 31, 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 58 (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.

60. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for themselves 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 payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

1 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226 *et. seq.*;

3 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

6 11. Upon the Eight Cause of Action, of Action, for civil penalties due to Plaintiff,
7 other aggrieved employees, and the State of California according to proof pursuant to Labor Code
8 §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
9 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
10 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
11 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
12 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
13 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
14 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
15 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200 for each subsequent violation per employee per pay period for
17 those violations of the Labor Code for which no civil penalty is specifically provided, based on
18 the Labor Code violations identified in Paragraph 58 (a)-(h);

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

21 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
22 §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

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25 Dated: October 9, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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27 By:



Paul K. Haines
Attorneys for Plaintiff

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Dated: October 9, 2024

By:

Paul K. Haines
Attorneys for Plaintiff