HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Ian T. Mallery (SBN 359132)
imallery@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Daniel U. Frydman, Esq. (SBN 330067)
Lavi & Ebrahimian, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberrry@lelawfirm.com
jklein@lelawfirm.com
dfrydman@lelawfirm.com

Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIBEL GONZALEZ and BEATRIZ RAMIREZ, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

VOLT MANAGEMENT CORP., a Delaware Corporation; IKEA DISTRIBUTION SERVICES, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-24-103281

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

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

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

(3) FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2802 and 2804);

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

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

(6) FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE 1194 AND 1197;

(7) FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194;

(8) FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204;

(9) FAILURE TO TIMELY PAY ALL EARNED WAGES AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203;

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

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiffs Maribel Gonzalez and Beatriz Ramirez ("Plaintiffs") on behalf of themselves and all others similarly situated, hereby bring this Class and Representative Action Complaint against Volt Management Corp., a Delaware Corporation; IKEA Distribution Services, Inc., a Delaware Corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

JURISDICTION

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 218, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq*., 2802, and 2804, California Business and Professions Code § 17200 *et seq*., and Industrial Welfare Commission Wage Order 9 ("Wage Order 9"), in addition to seeking declaratory relief and restitution. This action 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 at least some of the acts and omissions complained of herein occurred in the County of Kern. Defendants own, maintain offices, transact business, have an agent or agents within the County of Kern, and/or otherwise are found within the County of Kern, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were and currently are, California residents. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201-204, 218, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,

1198, 1198.5, 2698 *et seq*., 2802, and 2804, California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law"), and Wage Order 9, which sets employment standards for the transportation industry.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of this action and continuing to the present, Defendants did (and continue to do) business within the County of Kern and the State of California by operating a staffing and recruitment agency servicing an international network of conglomerates, including Defendant IKEA Distribution Services, Inc., a multinational furniture company with warehouse locations within Kern County, and therefore, were (and are) doing business in the County of Kern and the State of California.

5. Plaintiffs do 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 Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, 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 Plaintiffs and the Classes (as defined herein) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs 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, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendant Volt Management Corp. operates a staffing and recruitment agency servicing an international network of conglomerates. Defendant IKEA Distribution Services, Inc., is a multinational furniture company. Plaintiff Gonzalez was employed by Defendants as a non-exempt employee at Defendants' warehouse distribution center in Bakersfield, CA from approximately June 2022 until commencing a medical leave of absence in approximately February 2024. Plaintiff Gonzalez's primary job duties included packaging products for distribution. Plaintiff Ramirez was employed by Defendants as a non-exempt employee from on or around March 2021, through on or around July 19, 2021.

10. Throughout Plaintiffs' employment, Defendants have failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices. Specifically, Defendants fail to provide Plaintiffs and other non-exempt employees with meal periods that are "net" 30 minutes in length, as required by law for the same reasons discussed below pertaining to rest periods. Defendants provide meal periods that are exactly 30-minutes in length. However, this set duration fails to account for the time it takes Plaintiffs and other non-exempt employees to walk through Defendants' large facility to and from the breakroom, thereby shortening their purported meal periods to less than 30 minutes "net" in the designated rest area away from the employee's workstation. In fact, Defendants maintained a written meal period policy that provides 30-minutes for an unpaid meal period and states, "Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination." In addition, Defendants failed to provide Plaintiffs and other non-exempt employees with a second duty-free, 30-minute meal period for shifts in excess of 10.0 hours in a single workday. Instead, Defendants only provide for up to one single meal

period per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. On those occasions when Defendants fail to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods to which they are entitled, Defendants failed to compensate Plaintiffs and other non-exempt employees with an additional hour of premium pay at the employees' regular rate of pay for each workday there was a meal period violation, as mandated by Labor Code § 226.7.

11. Defendants have also failed to authorize and permit all lawful rest periods of at least 10 minutes for every four hours worked, or major fraction thereof for Plaintiffs and other non-exempt employees due to Defendants' unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit Plaintiffs and other non-exempt employees to take duty-free rest periods for a full ten minutes of "net rest" in an area appropriate for rest away from the workstation. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Defendants only authorize and permit Plaintiffs and other non-exempt employees to take rest periods of exactly 10 minutes in length, beginning the moment they leave their workstation and requiring Plaintiffs and other non-exempt employees to return to their workstations by the completion of the 10-minutes. In fact, Defendants maintained a written rest period policy that authorizes and permits two 10-minute paid rest period and states, "Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination." In addition, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Plaintiffs and other non-exempt employees when they work in excess of 10.0 hours in a single workday. Instead, Defendants only

authorize and permit for up to two 10-minute rest periods per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. Further, on occasions when Plaintiffs and other non-exempt employees are not authorized and permitted to take all lawful rest periods to which they are entitled, Defendants fail to compensate Plaintiffs and other non-exempt employees with an additional hour of rest period premium pay at their respective regular rates of pay for each workday in which a rest period violation occurs, as mandated by Labor Code § 226.7.

12. Defendants have also failed to reimburse Plaintiffs and other non-exempt employees for the use of their personal cellular phones for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants require Plaintiffs and other non-exempt employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones. However, Defendants fail to reimburse Plaintiffs and other non-exempt employees for a reasonable portion of their monthly cellular phone bills despite requiring the use of their personal cellular phones for business purposes, as required by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137.

13. Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

14. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

15. Despite California law requiring employers to pay employees for all hours worked at least at a minimum wage rate, Defendants failed to pay Plaintiffs and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures of:

a. Since the outbreak of COVID-19, requiring Plaintiffs and similarly situated employees to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Defendants, but prior to being permitted to clock in for the start of their shifts; and

b. Requiring Plaintiffs and similarly situated employees to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

16. Defendants, pursuant to their policies, practices, and procedures, therefore suffered, permitted, and required Plaintiffs and similarly situated hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiffs and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and the Wage Order.

17. Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered or permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

18. Labor Code sections 510 and 1194 require an employer to compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

> Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

(Labor Code section 510).

19. As described above, in this case, Defendants failed to pay Plaintiffs and similarly situated employees all wages for all hours worked due to Defendants' policies, practices, and/or procedures of:

a. Since the outbreak of COVID-19, requiring Plaintiffs and similarly situated employees to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Defendants, but prior to being permitted to clock in for the start of their shifts; and

b. Requiring Plaintiffs and similarly situated employees to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

20. Defendants, pursuant to their policies, practices, and procedures, therefore suffered, permitted, and required Plaintiffs and similarly situated hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiffs and similarly situated employees working time for which they were not compensated any wages.

21. To the extent that this uncompensated time resulted in Plaintiffs and similarly situated employees being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked, in violation of Labor Code sections 510, 1194, and 1198, and the Wage Order.

22. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code section 204(d).

23. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed to timely pay Plaintiffs' and similarly situated employees' earned wages (minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204.

24. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiffs and similarly situated employees their earned wages within the applicable time frames outlined in Labor Code section 204.

25. As a result of Defendants' failure to accurately compensate Plaintiffs and other non-exempt employees for all meal and rest period premium wages, minimum and overtime wages, Defendants have maintained inaccurate payroll records, failed to issue accurate itemized wage statements, and failed to pay all wages owed upon separation of employment.

26. Labor Code section 1198 requires an employer to comply with the standard conditions of labor for California employees as set forth by the IWC. Section 15 of Wage Order 9 states that the temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and that if excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. At times during the relevant time period, Plaintiffs and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82°F. Defendants failed to provide Plaintiffs and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by, among other things, providing adequate heating, air conditioning, and/or ventilation, in violation of Labor Code § 1198 and Section 15 of Wage Order 9.

27. Based on the foregoing, Plaintiffs seek to represent themselves and all other aggrieved employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former employees who worked for Defendant IKEA Distribution Services, Inc., whether hired directly or through a staffing agency, in California from January 19, 2021, through the present.

CLASS ACTION ALLEGATIONS

28. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Meal Period Class consists of all current and former non-exempt employees who worked for Defendant IKEA Distribution Services, Inc., whether hired directly or through a staffing agency, 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 this action through the present.

b. The Rest Period Class consists of all current and former non-exempt employees who worked for Defendant IKEA Distribution Services, Inc., whether hired directly or through a staffing agency, in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

c. The Expense Reimbursement Class consists of all current and former non-exempt employees who worked for Defendant IKEA Distribution Services, Inc., whether hired directly or through a staffing agency, in California who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

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

e. The Minimum Wage Class consists of: all current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is

mailed to a certified class who were not paid at least minimum wage for all time they were subject to Defendants' control.

f. The Overtime Class consists of: All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who worked more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom Defendants did not pay overtime wages.

g. The Pay Day Class consists of: All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this action through the date notice is mailed to a certified class who were not timely paid earned wages during their employment.

h. The Waiting Time Class consists of: All current and former hourly non-exempt employees employed by Defendants in California at any time within the three (3) years prior to the filing of the initial Complaint in this action through the date notice is mailed to a certified class who did not receive payment of all unpaid wages upon separation of employment within the statutory time period.

29. **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 Plaintiffs 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.

30. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiffs and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

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

ii. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iii. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;

iv. Whether Defendants' reimbursement policies accurately and fully reimbursed the members of the Expense 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 violated Labor Code §§ 1194 and 1197 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class were subject to Defendants' control;

vii. Whether Defendants violated Labor Code § 510 and 1194 by not paying the Overtime Class Members at the applicable overtime rate for working in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in a workweek;

viii. Whether Defendants violated Labor Code § 204 by employing the Pay Day Class Members without timely paying them all earned wages during their employment

ix. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

x. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

xi. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xii. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiffs or as to Class Members as a whole.

31. **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' meal and rest period policies/practices, reimbursement practices, minimum wage and overtime policies/practices, and final wage payment policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

32. **Typicality**: Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiffs, like the members of the Classes, 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 at their regular rate of pay for missed or non-compliant meal and rest periods, were not reimbursed for all required business expenses, did not receive accurate wage statements, did not receive all minimum and overtime wages, were not timely paid all wages during employment, and were not paid all final wages upon separation of employment.

33. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' 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.

34. **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 Plaintiffs 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

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California,

including Plaintiffs 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 9, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

37. 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 9, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Wage Order 9, § 12 and California Labor Code §§ 226.7, 516 and 558 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. Despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period Class to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

40. The foregoing violations create an entitlement to recovery by Plaintiffs 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 9, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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 her personal representative of any right or remedy to which he is entitled under the laws of this State."

44. As alleged herein, due to Defendants' unlawful reimbursement policies/practices, Defendants failed to indemnify Plaintiffs and members of the Expense Reimbursement Class for all necessary business expenses incurred, including, among other things, personal cellular phone usage.

45. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiffs and members of the Expense Reimbursement Class were damaged in sums, which will be shown according to proof.

46. Plaintiffs and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

47. 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, Plaintiffs and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a), including but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

50. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with compliant wage statements resulted in actual injury, as said failures rendered Plaintiffs and members of the Wage Statement Class unable to readily ascertain the information on their wage statements.

51. Defendants' failures create an entitlement to recovery by Plaintiffs 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*.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

53. 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 all meal and rest period premium wages owed; failing to reimburse all necessary business expenses incurred; failing to pay all overtime and minimum wages owed; failing to timely pay all wages during employment and at separation; and knowingly failing to furnish accurate itemized wage statements.

54. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs, 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.

55. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs, 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, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

57. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(Against All Defendants by Plaintiffs and the Minimum Wage Class)

58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

59. At all times relevant to this Complaint, Plaintiffs and members of the Minimum Wage Class were hourly non-exempt employees of Defendants.

60. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiffs and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage

rate in effect during the time the employees earned the wages.

61. Defendants' policies, practices, and/or procedures required Plaintiffs and Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

62. Specifically, Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) Since the outbreak of COVID-19, requiring Plaintiffs and the Minimum Wage Class to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Defendants, but prior to being permitted to clock in for the start of their shifts; and

(b) Requiring Plaintiffs and the Minimum Wage Class to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

63. As a result of Defendants' unlawful conduct, Plaintiffs and Minimum Wage Class members have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

64. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs and Minimum Wage Class members are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES, IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198

(Against All Defendants by Plaintiffs and the Overtime Class)

65. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

66. At times relevant to this Complaint, Plaintiffs and members of the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order.

67. Pursuant to Labor Code sections 510 and 1194 and the Wage Order, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

68. Labor Code section 510, subdivision (a), states in relevant part:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

69. Further, Labor Code section 1198 provides, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

70. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiffs and the Overtime Class for their daily overtime hours worked.

71. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to:

(a) Since the outbreak of COVID-19, requiring Plaintiffs and Overtime Class to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Defendants, but prior to being permitted to clock in for the start of their shifts; and

(b) Requiring Plaintiffs and the Overtime Class to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

72. To the extent that the foregoing unpaid time resulted from Plaintiffs and Overtime Class Members being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

73. As a result of Defendants' unlawful conduct, Plaintiffs and Overtime Class Members have suffered damages in an amount subject to proof, to the extent that they were not paid at their overtime rate of pay for all hours worked which constitute overtime.

74. Pursuant to Labor Code section 1194, Plaintiffs and Overtime Class Members are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204

(Against All Defendants by Plaintiffs and the Pay Day Class)

75. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

76. Plaintiffs and members of the Pay Day Class have been employed by Defendants in the State of California. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id*. Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code section 204(d).

77. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed to timely pay Plaintiffs and the Pay Day Class earned wages (including minimum wages, overtime wages, meal period premium wages and/or rest period premium wages), in violation of Labor Code section 204.

78. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiffs and Pay Day Class Members their earned wages within the applicable time frames outlined in Labor Code section 204.

79. Defendants' failure to timely pay Plaintiffs and Pay Day Class Members their earned wages in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all wages earned by hourly workers in accordance with Labor Code section 204, but intentionally adopted policies or practices incompatible with the requirements of Labor Code section 204. When Defendants failed to timely pay Plaintiffs and Pay Day Class Members all earned wages, they knew what they were doing and intended to do what they did.

80. As a result of Defendants' unlawful conduct, Plaintiffs and Pay Day Class Members have suffered damages in an amount subject to proof, to the extent that they were not timely paid their earned wages pursuant to Labor Code section 204.

81. Pursuant to Labor Code section 210, Plaintiffs and Pay Day Class Members are entitled to recover civil penalties as follows: (1) for any initial violation, one hundred dollars ($100) for each failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus twenty-five (25%) percent of the amount unlawfully withheld.

NINTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

(Against All Defendants by Plaintiffs and the Waiting Time Class)

82. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

83. At all times relevant to this Complaint, Plaintiffs and members of the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

84. An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202). If an employee gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id*.

85. Defendants failed to pay Plaintiffs and members of the Waiting Time Class, with all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or 202. Plaintiffs are informed and believe and thereon allege that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

86. Defendants' failure to pay Plaintiffs and members of the Waiting Time Class with all wages earned prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants' practices include failing to pay minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages. When Defendants failed to pay members of the Waiting Time Class all earned wages timely upon separation of employment, they knew what they were doing and intended to do what they did.

87. Pursuant to either Labor Code section 201 or 202, Plaintiffs and members of the Waiting Time Class are entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

88. Pursuant to Labor Code section 203, Plaintiffs and members of the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

89. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation.

90. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

91. Plaintiffs and members of the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

92. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully set forth herein.

93. Defendants have committed several Labor Code violations against Plaintiffs and other aggrieved employees. Plaintiffs, as "aggrieved employees" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee pay period; (3) $100.00 for each initial

violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;

b. Failing to authorize and permit Plaintiffs and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;

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

d. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;

e. Failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1194 and 1197;

f. Failing to pay Plaintiffs and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 510 and 1194;

g. Failing to timely pay all final wages due to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 201-203;

h. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 558 and 1174;

i. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

j. Failing to maintain temperatures providing reasonable comfort to Plaintiffs and other aggrieved employees in violation of Labor Code § 1198 and Section 15 of Wage Order 9.

94. On January 19, 2022, Plaintiff Ramirez notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via electronic submission of Defendants' violations of the California Labor Code and Plaintiff Ramirez's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified above. On September 26, 2024, Plaintiff Gonzalez notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via electronic submission of Defendants' violations of the California Labor Code and Plaintiff Gonzalez's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified above. Now that sixty-five days have passed from Plaintiffs notifying Defendants of these violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

95. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiffs pray 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 Plaintiffs as representatives of the Classes;

3. For an order appointing Counsel for Plaintiffs 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 §§ 226.7, 512 and 558;

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

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

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

8. Upon the Fifth Cause of Action, for restitution to Plaintiffs 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*.;

9. Upon the Sixth Cause of Action, for damages, according to proof, including but not limited to unpaid wages; penalties; liquidated damages pursuant to Labor Code § 1194.2; pre-judgment interest, including but not limited to that recoverable under Labor Code § 1194, and post-judgment interest; pre-judgment interest, including but not limited to that recoverable under Labor Code § 218.6, and post-judgment interest; and such other further relief, in law and/or equity, as the Court deems just or appropriate;

10. Upon the Seventh Cause of Action, for damages, according to proof, including but not limited to unpaid wages; penalties; pre-judgment interest, including but not limited to that recoverable under Labor Code § 1194, and post-judgment interest; attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code § 1194; and such other further relief, in law and/or equity, as the Court deems just or appropriate;

11. Upon the Eighth Cause of Action, for damages, according to proof; any and all legally applicable penalties, including but not limited to those recoverable pursuant to Labor Code § 210(a); pre-judgment interest, including but not limited to that recoverable under Labor Code § 218.6, and post-judgment interest; and such other further relief, in law and/or equity, as the Court deems just or appropriate;

12. Upon the Ninth Cause of Action for damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 203 and any other legally applicable damages or penalties; pre-judgment interest, including under Labor Code section 218.6, and post-judgment interest; and such other further relief, in law and/or equity, as the Court deems just or appropriate;

13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 93 (a)-(j).

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, *et seq*., and 2802(c), and Code of Civil Procedure § 1021.5; and

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

Respectfully submitted,
HAINES LAW GROUP, APC

Dated: July 1, 2026

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: July 1, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

Fletcher W. Schmidt
Attorneys for Plaintiffs