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Superior Court of California,
County of San Diego

11/8/2024 12:19:18 PM

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

BRIAN LOZA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

HIDDEN VALLEY INVESTMENTS, INC.,
dba QUALITY CHEVROLET and QUALITY
CHEVROLET COMMERCIAL TRUCK, a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 24CU009062C

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

- (1) FAILURE TO PAY ALL MINIMUM
WAGES (LABOR CODE §§ 558,
1182.12, 1194, 1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(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 Brian Loza (“Plaintiff”) on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Defendants
3 Hidden Valley Investments, Inc., d.b.a. Quality Chevrolet and Quality Chevrolet Commercial
4 Truck, a California Corporation, and DOES 1 to 100, inclusive (collectively “Defendants”), and
5 on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages and penalties under California Labor Code §§ 204, 226 *et*
9 *seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*, and
10 California Business and Professions Code § 17200 *et. seq.* (“Unfair Competition Law”), and
11 Industrial Welfare Commission Wage Order 7 (“Wage Order 7”), in addition to seeking
12 declaratory relief and restitution. This action is brought pursuant to California Code of Civil
13 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
14 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

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

22 **PARTIES**

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

1 by Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
2 2802, 2804, 2968 *et seq.*, Unfair Competition Law, and Wage Order 7, which sets employment
3 standards for the mercantile industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this action and continuing to the present, Defendants did (and
6 continue to do) business within the County of San Diego and the State of California by operating
7 automotive dealerships and were doing business in the County of San Diego and the State of
8 California.

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

17 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
19 Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate automotive dealerships and have employed Plaintiff as a non-
6 exempt “Lube Technician” since approximately January 2, 2024. Plaintiff’s primary job duties
7 include, but are not limited to, tire rotations, inspections, oil changes, and other routine vehicle
8 repairs. Unless otherwise specified, all allegations contained herein occurred during Plaintiff’s
9 employment with Defendants.

10 10. Defendants failed to pay Plaintiff and other non-exempt employees for all hours
11 actually worked, including all hours subject to the control of Defendants and/or suffered or
12 permitted to work. Specifically, Defendants require Plaintiff and other non-exempt employees to
13 take off gloves and wash their hands *after* clocking out for their meal periods and at the end of
14 their shifts. As a result, Defendants required Plaintiff and other non-exempt employees to perform
15 work while off-the-clock, resulting in a failure to compensate Plaintiff and other non-exempt
16 employees for all minimum and overtime wages owed.

17 11. Plaintiff routinely worked in excess of 8 hours per workday and/or 40 hours per
18 workweek but did not receive overtime compensation equal to one and a half times his regular
19 rate of pay for all overtime hours worked. Defendants paid Plaintiff and other non-exempt
20 employees non-discretionary bonuses, commissions, incentive pay, and/or other forms of pay that
21 are not excludable from an employee’s “regular rate” of compensation including, but not limited
22 to, payments denoted in their wage statements as “SERV SPIFFS” and “ARB.BONUS”
23 (hereinafter referred to as “Incentive Pay”). Despite paying Plaintiff and other non-exempt
24 employees Incentive Pay, Defendants failed to properly incorporate the value of the Incentive Pay
25 earned by Plaintiff and other non-exempt employees when calculating their respective regular
26 rates of pay, resulting in unpaid overtime wages.

27 12. Throughout Plaintiff’s employment, Defendants have failed to provide Plaintiff
28 and other non-exempt employees with all legally compliant meal periods due to Defendants’

unlawful meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes of net rest) and missed meal periods. Specifically, Defendants require Plaintiff and other non-exempt employees to take off gloves and wash their hands off-the-clock during purported meal periods. *See Kaanaana v. Barrett Business Services, Inc.* (2018) 29 Cal.App.5th 778, 808 (holding that requiring employees to work through any portion of meal period entitles them to payment for actual time worked as well as an additional hour of pay for the meal period premium). Additionally, on many occasions Plaintiff and other non-exempt employees were interrupted during meal periods due to work demands and were required to return to work to attend to customers prior to completing their meal. Similarly, Plaintiff and other non-exempt employees were required to delay their meal period until well after the fifth hour of work when the store was busy and customers were waiting. Defendants have also failed to provide Plaintiff and other non-exempt employees with any second meal periods, even though Plaintiff and other non-exempt employees frequently worked shifts in excess of 10.0 hours. Defendants also failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay at the regular rate of pay in each instance in which a violation occurred as required by Labor Code § 226.7.

13. Defendants have failed to authorize and permit Plaintiff and other non-exempt employees to take all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute duty-free rest period for every four hours worked, or major fraction thereof. As with meal periods, Plaintiff and other non-exempt employees have been frequently prevented from taking rest periods, or interrupted during rest periods, as a result of work demands. On those occasions when Plaintiff was not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff with the required rest period premium(s) the regular rate of pay for each workday there was a rest period violation as mandated by Labor Code § 226.7.

14. Defendants also failed to pay Plaintiff and other non-exempt employees all sick pay wages owed to them. Defendants' policies and practices dictated that sick pay payments be made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiff

1 and other non-exempt employees received various forms of non-discretionary Incentive Pay that
2 was required to be incorporated when calculating their respective regular rates of pay, but were
3 not, Plaintiff and other non-exempt employees have not been paid all sick pay wages owed to
4 them.

5 15. Defendants have also failed to reimburse Plaintiff and other non-exempt
6 employees for the use of their personal cellular phones and tools for necessary work activities, as
7 required by Labor Code § 2802. Specifically, Defendants required Plaintiff and other non-exempt
8 employees to communicate with coworkers and their supervisors regarding work-related matters
9 through their personal cellular phones. Additionally, Plaintiff was required to purchase tools, such
10 as ratchets, sockets, pliers, hammers, and tire pressure sensors to complete his work duties.
11 However, Defendants have failed to reimburse Plaintiff and other non-exempt employees for a
12 reasonable portion of their monthly cellular phone bills and use of their personal tools despite
13 requiring the use of their personal cellular phones and tools for business purposes.

14 16. As a result of Defendants' failure to pay all minimum wages, overtime wages, sick
15 pay wages, and meal and rest period premium wages owed, Defendants have maintained
16 inaccurate payroll records, and issued inaccurate wage statements. Additionally, the wage
17 statements issued by Defendants are facially non-compliant as they fail to list the gross wages
18 earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
19 during the pay period, in violation of Labor Code § 226(a).

20 **CLASS ACTION ALLEGATIONS**

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

- 23 a. The Minimum Wage Class consists of all of Defendants' current and former non-
24 exempt employees in California who were subject to Defendants' timekeeping
25 policies and/or practices, during the four years immediately preceding
26 immediately preceding the filing of this action through the present.
- 27 b. The Overtime Class consists of all of Defendants' current and former non-exempt
28 employees in California who: (i) worked more than eight (8) hours per day and/or

forty hours per workweek and received Incentive Pay, and/or (ii) were subject to Defendants' timekeeping policies and/or practices, during the corresponding time period, during the four years immediately preceding the filing of this action 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, without a recorded first (or second) 30 minute meal period commencing before the end of the fifth (or tenth) hour of work in their timekeeping records during the four years immediately preceding the filing of this action through the present.

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

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

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

g. The Sick Pay Class consists of all of Defendants' current and former non-exempt employees in California who received sick pay and received Incentive Pay during the corresponding time period, during the four years immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes

is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- ii. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. 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;
- vi. 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;
- vii. Whether Defendants failed to pay all sick pay at the correct regular rate of pay; and
- viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices applicable to each individual class member, such as Defendants' uniform
3 timekeeping policies/practices, meal/rest period policies/practices, and reimbursement
4 policies/practices. As such, common questions predominate over individual questions concerning
5 each individual class member's showing as to their eligibility for recovery or as to the amount of
6 their damages.

7 21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
8 Plaintiff was employed by Defendants as a non-exempt employee in California during the
9 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
10 herein, Plaintiff, like the members of the Classes, was deprived of all minimum wages owed, was
11 deprived off all overtime wages owed, was not provided all lawful meal periods, was not
12 authorized and permitted to take all required rest periods, was not reimbursed for all necessary
13 business expenses, and did not receive all accurate itemized wage statements.

14 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover,
16 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
17 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
18 hour class actions in state and federal courts in the past, and are committed to vigorously
19 prosecuting this action on behalf of the members of the Classes.

20 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
21 an important public interest in establishing minimum working conditions and standards in
22 California. These laws and labor standards protect the average working employee from
23 exploitation by employers who have the responsibility to follow the laws and who may seek to
24 take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The nature of this action and the format of laws available to Plaintiff
26 and members of the Classes make the class action format a particularly efficient and appropriate
27 procedure to redress the violations alleged herein. If each employee were required to file an
28 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they

1 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
2 their vastly superior financial and legal resources. Moreover, requiring each member of the
3 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
4 employees who would be disinclined to file an action against their former and/or current employer
5 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
6 employment. Further, the prosecution of separate actions by the individual class members, even
7 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
8 with respect to the individual class members against Defendants herein; and which would
9 establish potentially incompatible standards of conduct for Defendants; and/or legal
10 determinations with respect to individual class members which would, as a practical matter, be
11 dispositive of the interests of the other class members not parties to adjudications, or which would
12 substantially impair or impede the ability of the class members to protect their interests. Further,
13 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
14 individual prosecution considering all of the concomitant costs and expenses attending thereto.
15 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
16 Procedure.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY ALL MINIMUM WAGES**

19 **(AGAINST ALL DEFENDANTS)**

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

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

27 26. At all relevant times herein, Defendants failed to conform their pay practices to
28 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class

1 for all hours worked including, but not limited to, all hours they were subject to the control of
2 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
3 Order 7.

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

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

14 29. The foregoing practices and policies are unlawful and create an entitlement to
15 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
16 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
17 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
18 1194, 1197, and 1198, Wage Order 7, and Code of Civil Procedure § 1021.5.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME WAGES**

21 **(AGAINST ALL DEFENDANTS)**

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

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

27 32. At all times relevant herein, Defendants were required to properly compensate
28 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime

1 hours worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an
2 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay”
3 for all overtime hours work. Defendants caused Plaintiff to work overtime hours, but did not
4 compensate Plaintiff or members of the Overtime Class at one and one-half times their regular
5 rate of pay for such hours.

6 33. The foregoing policies and practices alleged herein are unlawful and create
7 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for
8 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil
9 penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
10 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

11 **THIRD CAUSE OF ACTION**

12 **MEAL PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 failed in their affirmative obligation to provide all of their non-exempt employees in California,
17 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
18 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11, for the
19 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
20 Defendants’ violations, Defendants did not pay an additional hour of premium pay to Plaintiff
21 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
22 California Labor Code §§ 226.7 and 512.

23 36. As a result, Defendants are responsible for paying premium compensation for meal
24 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
25 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 7, and Code of Civil Procedure
26 § 1021.5.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 38. Wage Order 7, § 12 and Labor Code §§ 226.7 and 516 establish the right of
6 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
7 period worked, or major fraction thereof.

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

10 40. The foregoing violations create an entitlement to recovery by Plaintiff and
11 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
12 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
13 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

16 **(AGAINST ALL DEFENDANTS)**

17 41. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

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

27 44. As a proximate result of Defendants’ policies and/or practices in violation of Labor
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Code §§ 2802 and 2804, and Wage Order 7, § 9, Plaintiff and members of the Expense Reimbursement Class were damaged in sums, which will be shown according to proof.

45. Plaintiff and members of the class are entitled to attorney's fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to interest, which shall accrue from the date on which Plaintiff incurred the necessary expenditure.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements that included, among other requirements, all hours worked, all overtime and minimum wages earned, gross wages earned, and net wages earned, in violation of Labor Code § 226 *et seq.*

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

49. 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.*

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 51. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum and overtime
8 wages owed; failing to pay all meal and rest period premium wages owed; failing to reimburse
9 all necessary business expenses incurred; and knowingly failing to furnish accurate itemized wage
10 statements.

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

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

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

22 55. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees, and to enforce important rights affecting the
25 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
26 which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

57. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee; (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 pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197;
- b. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide Plaintiff and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Plaintiff and other

aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;

- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Plaintiff and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff 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 §§ 558 and 1174.

58. On September 3, 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 57 (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.

59. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ current and former non-exempt employees who worked for Defendants in California at any time between September 3, 2023, and the present.

60. 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 she is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for 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, 558, 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;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §§ 226 *et seq.*;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code

§§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 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 57 (a)-(h);

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

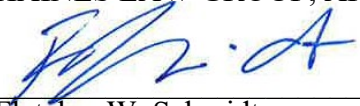
On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 1194 *et seq.*, 2802(c), and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

Dated: November 8, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Fletcher W. Schmidt
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: November 8, 2024

HAINES LAW GROUP, APC

By:


Fletcher W. Schmidt
Attorneys for Plaintiff