

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

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Superior Court of California
County of Los Angeles
01/28/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

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

DESEREE DE SANTIAGO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ASAP HOME HEALTH, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24STCV30949

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Deseree De Santiago (“Plaintiff”) on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint against
3 Defendants ASAP Home Health, Inc., a California Corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 action for recovery of unpaid wages and penalties under California Labor Code §§ 226 *et seq.*,
8 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 2802, 2804, and 2698 *et seq.*, California
9 Business and Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order
10 15 (“Wage Order 15”), in addition to seeking declaratory relief and restitution. This action is
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. During the four years immediately preceding
24 the filing of this action and within the statute of limitations periods applicable to each cause of
25 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
26 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
27 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 226 *et seq.*,
28 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 2802, 2804, and 2698 *et seq.*, California

1 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 15,
2 which sets employment standards for household occupations.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this action and continuing to the present, Defendants did (and
5 continue to do) business within the County of Los Angeles and the State of California by
6 providing in-home health care services throughout California, including in Los Angeles County,
7 and therefore were (and are) doing business in the County of Los Angeles 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 ACTION ALLEGATIONS**

5 9. Defendants provide in-home health care services for the elderly throughout
6 California. Plaintiff has been employed by Defendants in the non-exempt position of “Caregiver”
7 from approximately July 2023 to the present. Plaintiff primary job duties include meal
8 preparation, transfers and transportation, hygiene, dressing, household management, cleaning,
9 and other activities to assist patients in their daily lives.

10 10. Throughout Plaintiff’s tenure with Defendants, Defendants have classified
11 Plaintiff and other non-exempt employees as independent contractors. However, this
12 classification is improper and, based on the facts alleged herein, Plaintiff and other non-exempt
13 employees are employees of Defendants. Further, Defendants have knowingly misclassified
14 Plaintiff and other non-exempt employees as independent contractors so as to avoid paying all
15 minimum wages, providing all meal periods, authorizing and permitting all rest breaks, and
16 indemnifying all necessary business expenditures.

17 11. Defendants have failed to pay Plaintiff and other non-exempt employees for all
18 hours actually worked, including all hours subject to the control of Defendants and/or suffered or
19 permitted to work. Specifically, Defendants paid Plaintiff and other non-exempt employees based
20 on their schedules, not the actual hours they worked. Plaintiff and other non-exempt employees
21 are regularly required to perform work outside of the hours established by their schedules.
22 Specifically, Plaintiff regularly worked an extra 30 minutes beyond her normal schedule to debrief
23 with the incoming caregiver and to don and doff her work scrubs before entering the client’s
24 home. As a result of Defendants unlawful practices, Plaintiff and other non-exempt employees
25 were not compensated all minimum wages for hours worked.

26 12. Defendants also fail to provide Plaintiff and other non-exempt employees with all
27 required meal periods because, upon information and belief, Defendants do not maintain a lawful
28 meal period policy and fail to provide duty-free meal periods to Plaintiff and other non-exempt

employees. Instead, Defendants require Plaintiff and other non-exempt employees to remain with the client at all times during their scheduled shifts, and do not allow Plaintiff and other non-exempt employees to leave the home or the clients unattended. As a result, Plaintiff and other non-exempt employees are regularly required to forego their meal periods altogether. On occasions when Plaintiff and other non-exempt employees are able to take a meal break, it is on-duty as they continue to monitor their clients. Upon information and belief, Defendants did not obtain written on-duty meal agreements with Plaintiff and other non-exempt employees. Additionally, despite Defendants' failure to provide Plaintiff and other non-exempt employees with all meal periods to which they are legally entitled due to Defendants' uniform and unlawful policies and/or practices, Defendants never provide Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

13. Defendants also fail to authorize and permit Plaintiff and other non-exempt employees to take all required duty-free rest periods. Defendants do not maintain a lawful rest period policy and the nature of the work being performed by Plaintiff and other non-exempt employees requires that employees remain on duty at all times during their shift. As a result, Defendants do not permit any duty-free rest periods during Plaintiff and other non-exempt employees shifts, regardless of shift length. Additionally, despite Defendants' failure to provide Plaintiff and other non-exempt employees with all rest periods to which they are legally entitled due to Defendants' uniform and unlawful policies and/or practices, Defendants never provide Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.

14. Defendants also require Plaintiff and other non-exempt employees to provide their own supplies necessary to perform their job duties without reimbursing them for their expenses. Specifically, Defendants require Plaintiff and other non-exempt employees to use their personal cellular phones to communicate with supervisors, make calls for residents, and file documents. Additionally, Defendants require Plaintiff and other non-exempt employees to purchase a uniform, stethoscope, blood pressure cuffs, thermometer, pulse oximeter, measuring tape, masks,

1 gloves, shoe covers, hand sanitizer, surface barriers, disinfectant wipes, and supplies bag with
2 their own funds. Upon information and belief, Defendants never reimbursed Plaintiff and other
3 non-exempt employees for a reasonable portion of their cellular phone expenses or the full cost
4 of the supplies necessary to perform their jobs, as mandated by *Cochran v. Schwan's Home*
5 *Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

6 15. As a result of Defendants' misclassification of Plaintiff and other non-exempt
7 employees as independent contractors, failure to pay all earned minimum wages, as well as meal
8 and rest period premium wages, Defendants maintain inaccurate payroll records and fail to issue
9 accurate wage statements. Additionally, due to Defendants unlawful misclassification of Plaintiff
10 and other non-exempt employees, Defendants did not issue wage statements which included the
11 required information set out by Labor Code § 226(a).

12 **CLASS ACTION ALLEGATIONS**

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

- 15 a. The Minimum Wage Class consists of all of Defendants' current and former non-
16 exempt employees in California who were subject to Defendants' timekeeping
17 policies and/or practices, during the four years immediately preceding the filing of
18 this action through the present.
- 19 b. The Meal Period Class consists of all of Defendants' current and former non-
20 exempt employees in California who worked at least one shift in excess of 5.0
21 hours, during the four years immediately preceding the filing of this action through
22 the present.
- 23 c. The Rest Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who worked at least one shift in excess of 3.5
25 hours, during the four years immediately preceding the filing of this action through
26 the present.
- 27 d. The Expense Reimbursement Class consists of all of Defendants' current and
28 former non-exempt employees in California who were subject to Defendants'

reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

- e. The Wage Statement Class consists of all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class who worked during the one year immediately preceding the filing of this action through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- 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 provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. 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;
- v. 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; and
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226.

1 **19. Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' uniform
5 minimum wage policies/practices, meal and rest period policies/practices, and reimbursement
6 practices. As such, common questions predominate over individual questions concerning each
7 individual class member's showing as to their eligibility for recovery or as to the amount of their
8 damages.

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

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

22 **22. Superiority:** The California Labor Code is broadly remedial in nature and serves
23 an important public interest in establishing minimum working conditions and standards in
24 California. These laws and labor standards protect the average working employee from
25 exploitation by employers who have the responsibility to follow the laws and who may seek to
26 take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment. The nature of this action and the format of laws available to Plaintiff
28 and members of the Classes make the class action format a particularly efficient and appropriate

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

19 **FIRST CAUSE OF ACTION**

20 **MINIMUM WAGE VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

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

23 24. Wage Order 15, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
24 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
25 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
26 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
27 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
28 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform

1 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the
2 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
3 subject to the control of Defendants and/or suffered or permitted to work under the California
4 Labor Code and Wage Order 15.

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

10 26. As a direct and proximate result of Defendants' non-payment of minimum wages,
11 Plaintiff and members of the Minimum Wage Class have sustained economic damages, including,
12 but not limited to unpaid wages and lost interest, in an amount to be established at trial pursuant
13 to Wage Order 15 and California Labor Code § 1199; interest pursuant to California Labor Code
14 §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California
15 Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194
16 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

17 27. The foregoing policies/practices are unlawful and create an entitlement to recovery
18 by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of
19 minimum wages, liquidated damages, including interest thereon, statutory penalties, civil
20 penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
21 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

22 **SECOND CAUSE OF ACTION**

23 **MEAL PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

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

26 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed in their affirmative obligation to provide all of their non-exempt employees in California,
28 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods

1 in accordance with the mandates of the California Labor Code and Wage Order 15, § 11, for the
2 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
3 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
4 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
5 California Labor Code §§ 226.7 and 512.

6 30. As a result, Defendants are responsible for paying premium compensation for meal
7 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
8 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 15, and Code of Civil Procedure
9 § 1021.5.

10 **THIRD CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

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

14 32. Wage Order 15, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
15 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
16 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
17 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
18 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
19 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
20 required by Labor Code § 226.7.

21 33. The foregoing violations create an entitlement to recovery by Plaintiff and
22 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
23 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
24 to Labor Code §§ 226.7, 516, and 558, Wage Order 15, and Code of Civil Procedure § 1021.5.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

27 **(AGAINST ALL DEFENDANTS)**

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

1 35. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
2 states that, “[a]n employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
4 his or her obedience to the directions of the employer.”

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

10 37. As alleged herein, due to Defendants’ unlawful reimbursement policies/practices,
11 Defendants failed to indemnify Plaintiff and members of the Expense Reimbursement Class for
12 all necessary business expenses incurred, including, among other things, personal cellular phone
13 usage, required apparel, and required medical supplies.

14 38. As a proximate result of Defendants’ policies and/or practices in violation of Labor
15 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class were
16 damaged in sums, which will be shown according to proof.

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

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

23 **FIFTH CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

1 and members of the Wage Statement Class with wage statements that complied with the
2 requirements of Labor Code § 226(a).

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

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

11 **SIXTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(AGAINST ALL DEFENDANTS)**

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

15 46. Defendants have engaged and continue to engage in unfair and/or unlawful
16 business practices in California in violation of California Business and Professions Code § 17200
17 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum wages owed;
18 failing to pay all meal and rest period premium wages owed; failing to reimburse all necessary
19 business expenses incurred; and knowingly failing to furnish accurate itemized wage statements.

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

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

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

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

8 **SEVENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(AGAINST ALL DEFENDANTS)**

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

12 52. Defendants have committed several Labor Code violations against Plaintiff,
13 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
14 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
15 employees, brings this representative action against Defendants to recover the civil penalties due
16 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
17 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
19 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
20 failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent
21 violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
25 each initial violation and \$200 for each subsequent violation per employee per pay period for
26 those violations of the Labor Code for which no civil penalty is specifically provided, based on
27 the following Labor Code violations:

28 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum

1 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
2 1194.2, and 1197;

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

7 c. Failing to authorize and permit Plaintiff and other aggrieved employees to take
8 all lawful rest periods to which they are entitled, and failing to pay rest period
9 premiums to Plaintiff and other aggrieved employees at these employees'
10 respective regular rates of compensation for rest period violations in violation
11 of Labor Code §§ 226.7, 516, and 558;

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

14 e. Failing to furnish Plaintiff and other aggrieved employees with accurate and
15 compliant itemized wage statements in violation of Labor Code § 226;

16 f. Failing to maintain accurate records on behalf of Plaintiff and aggrieved
17 employees in violation of Labor Code §§ 558 and 1174; and

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

20 53. On November 22, 2024, Plaintiff notified Defendants via certified mail, and
21 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
22 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
23 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
24 California Labor Code identified above. Now that sixty-five days have passed from Plaintiff
25 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
26 that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements
27 for bringing a claim under the Private Attorneys General Act with respect to these violations.

28 54. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved

Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former employees who worked for Defendants in California at any time between November 22, 2023, and the present.

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

PRAYER

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

55. For an order certifying the proposed Classes;

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

57. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

58. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

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

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

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

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

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

64. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 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 52 (a)-(g);

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

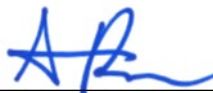
66. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

Dated: January 28, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Andrew J. Rowbotham
Attorneys for Plaintiff

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Dated: January 28, 2025

By: 
Andrew J. Rowbotham
Attorneys for Plaintiff