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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

HANAH WEBBER, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PROHEALTH HOME CARE, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Lead Case No.: 25CV005982 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:** **(1) VIOLATION OF LABOR CODE §§ 201-204, 226.2, 510, 558, 1194, 1197, AND 1197.1;** **(2) VIOLATION OF LABOR CODE §§ 201-204, 226.2, 510, 558, AND 1194;** **(3) VIOLATION OF LABOR CODE §§ 226.2 AND 226.7;** **(4) VIOLATION OF LABOR CODE §§ 226.2, 226.7, AND 512;** **(5) VIOLATION OF LABOR CODE § 2802;** **(6) VIOLATION OF LABOR CODE §§ 226 AND 226.2;** **(7) VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; AND** **(8) VIOLATION OF LABOR CODE § 2698, *ET SEQ.*** Superior Court of the State of California, County of Sacramento, Case No.: 25CV011032
HANAH WEBBER, as an individual and on behalf of all others similarly situated, Plaintiff,	

vs.

PROHEALTH HOME CARE, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Plaintiff Hanah Webber ("Plaintiff") hereby submits this second amended class and representative action complaint ("Complaint") against Defendant ProHealth Home Care, Inc. and Does 1 through 50 (collectively, "Defendants"), on behalf of herself and all other similarly situated current and former employees of Defendants for penalties and/or damages for violation of the California Labor Code and the California Business and Professions Code § 17200, *et seq.*, as follows:

INTRODUCTION

1. This action is within the Court's jurisdiction under California Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, *et seq.*, and 2802, Business and Professions Code § 17200, *et seq*. (the "UCL"), and the applicable Wage Orders of the California Industrial Welfare Commission ("IWC").

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and Business and Professions Code against individuals who worked for Defendants.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to: (a) properly pay all earned wages; (b) properly pay minimum and overtime wages for all hours worked; (c) provide proper meal and rest breaks; (d) provide paid rest/recovery periods; (e) reimburse business expenses; and (f) provide accurate itemized wage statements.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code and the applicable IWC Wage Orders by creating and maintaining policies, practices, and

customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, *et seq.*, and 2802, the UCL, and the applicable Wage Orders.

7. Venue is proper in Sacramento County because Plaintiff worked for Defendants in Sacramento County.

PARTIES

8. Plaintiff began employment with Defendants as an LVN Hospice Routine Nurse. Plaintiff was employed by Defendants from on or about August 14, 2023, to on or about March 19, 2025. During her employment with Defendants, Plaintiff traveled to various locations throughout the State of California to perform her duties.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2698, *et seq.*, and 2802, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that ProHealth Home Care, Inc. was and is a California corporation that provides home health care services in the State of California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and Class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

13. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each 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.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, 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.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and

abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382. Plaintiff proposes the following classes (collectively, the "Class Members"):

a. All current and former non-exempt employees of Defendants in the State of California, who worked at any time from March 14, 2021, through the present (the "Class");

b. All current and former employees of Defendants in the State of California who were paid on a piece-rate basis, at any time from March 14, 2021, through the present (the "Piece Rate Class"); and

c. All current and former employees of Defendants in the State of California who were employed as "LVN Hospice Weekends" at any time from March 14, 2021, through the present (the "On Call Class").

18. **Numerosity and Ascertainability:** The members of the classes are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class Members are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to pay all minimum wages owed; (b) failed to pay all overtime wages owed; (c) failed to provide proper rest breaks or pay rest period premium in lieu thereof; (d) failed to provide proper meal breaks or pay meal period premium in lieu thereof; (e) failed to pay for rest/recovery periods for piece rate employees; (f) failed to reimburse all business expenses; (g) failed to provide accurate, itemized wage statements; and (h) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the classes defined above.

Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class Members and the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to pay all minimum wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all overtime wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, and 1194; (c) failing to provide proper rest breaks or pay rest period premium in lieu thereof, in violation of Labor Code §§ 201-203, 226.2, and 226.7; (d) failing to provide proper meal breaks or pay meal period premium in lieu thereof, in violation of Labor Code §§ 201-203, 226.2, 226.7, and 512; (e) failing to pay for rest/recovery periods for piece rate employees, in violation of Labor Code §§ 201-203 and 226.2; (f) failing to reimburse all business expenses, in violation of Labor Code § 2802; (g) failing to provide accurate, itemized wage statements, in violation of Labor Code §§ 226 and 226.2; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2802, the applicable IWC Wage Orders, and the UCL.

22. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class Members concerning Defendants' policy and practice of: (a) failing to pay all minimum wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all overtime wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, and 1194; (c) failing to provide proper rest breaks, in violation of Labor Code §§ 201-203, 226.2, and 226.7; (d) failing to provide proper meal breaks, in violation of Labor Code §§ 201-203, 226.2, 226.7, and 512; (e) failing to pay for rest/recovery periods for piece rate employees, in

violation of Labor Code §§ 201-203 and 226.2; (f) failing to reimburse all business expenses, in violation of Labor Code § 2802; (g) failing to provide accurate, itemized wage statements, in violation of Labor Code §§ 226 and 226.2; and (h) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all Class Members in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class Members. Like other members of the classes, Plaintiff was not properly paid for all hours worked. Plaintiff was paid on a piece-rate basis and did not receive minimum, regular, or overtime wages for time spent working on non-productive tasks. Plaintiff also did not receive proper off-duty meal and rest breaks. In this regard, Plaintiff was required to remain on duty and respond to any calls that came in during her shifts, including during breaks. Additionally, because Plaintiff was paid on a piece-rate basis, she was not separately paid for her rest/recovery times. As a result, Plaintiff and other employees do not and did not receive proper, off-duty meal and rest breaks or proper compensation for the missed breaks. Defendants also failed to reimburse Plaintiff and other employees for all work-related expenses, including travel expenses that Plaintiff and employees incurred for work. As a result of Defendants' failure to pay all wages owed upon separation of employment, Plaintiff is owed waiting time penalties. Lastly, the wage statements provided to Plaintiff displayed inaccurate rates of pay, number of hours worked, total hours worked, piece rate units earned and applicable rates, and gross and net wages earned. Therefore, Plaintiff is a member of the Class, Piece Rate Class, and On Call Class and has suffered the alleged violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2802, and the UCL.

24. The California Labor Code upon which Plaintiff bases these claims are broadly remedial in nature. These laws and labor standards serve 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 may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

25. The nature of this action and the format of laws available to Plaintiff and the Class Members identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member 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 damage to their careers at subsequent employment.

26. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications 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 the 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 Class, Piece Rate Class, and On Call Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

27. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class Members identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 226, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

28. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Plaintiff Class, Piece Rate Class, and On Call Class to recovery on the causes of action alleged

herein.

29. The Class Members are commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class Members are commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire Class, Piece Rate Class, and On Call Class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-204, 226.2, 510, 558, 1194, 1197, AND 1197.1 (BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

31. This cause of action is brought pursuant to Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1 which require an employer to pay employees for all regular hours worked, including rest and recovery periods and other nonproductive time.

32. As a pattern and practice, Defendants suffered and permitted Plaintiff and class members to work without payment of minimum, regular, and overtime wages for all hours worked in a workday and workweek. Plaintiff and class members were not paid for all hours worked. Specifically, Defendants also paid Plaintiff and class members on a piece-rate basis, and did not pay for time spent on non-productive tasks or provide paid rest periods. As a result, Plaintiff and class members were consistently underpaid for all hours worked.

33. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees proper compensation for all hours worked. Plaintiff is informed and believes and based thereon alleges that Defendants' willful failure to provide all wages due and owing upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the class who have separated from employment are entitled to compensation pursuant to Labor Code §§ 201-203.

34. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and class members in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204, 218.6, 226.2, 510, 558, 1194, 1197, and 1197.1.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-204, 226.2, 510, 558, AND 1194

(BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

36. This cause of action is brought pursuant to Labor Code §§ 201-204, 226.2, 510, 558, and 1194, which require employers to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or forty hours in a workweek.

37. As a pattern and practice, Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendants paid Plaintiff and class members on a piece-rate basis, and did not pay for time spent on non-productive tasks. Plaintiff and class members also worked overtime hours on each shift without payment for overtime wages. As a result, Plaintiff and class members were consistently underpaid for all hours worked. Defendants had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code §§ 510 and 1194.

38. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees proper compensation for all hours worked. Plaintiff is informed and believes and based thereon alleges that Defendants' willful failure to provide all wages due and owing upon separation from employment results in a continued payment of wages up to

thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the class who have separated from employment are entitled to compensation pursuant to Labor Code §§ 201-203.

39. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and class members in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204, 226.2, 510, 558, 1194, and 1197.1.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.2 AND 226.7

(BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

41. This cause of action is brought pursuant to Labor Code §§ 226.2 and 226.7, which require an employer to provide employees with a ten (10) minute paid rest period for every 3.5 hours worked by an employee. Defendants failed in their affirmative obligation to ensure that Plaintiff and class members had the opportunity to take and were provided with paid, duty-free rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.

42. Defendants require Plaintiff and class members to remain on duty and respond to any calls throughout the entire shift, including during breaks. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff and class members missed.

43. Additionally, Defendants also paid Plaintiff and class members on a piece-rate

basis, but did not provide paid rest periods. As a result, any duty-free rest breaks Plaintiff and class members may have taken were not compensated. Accordingly, Defendants are responsible for paying premium compensation for missed rest periods, as well as the lost wages for the unpaid rest breaks pursuant to Labor Code §§ 226.2 and 226.7, and the applicable IWC Wage Order.

44. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to pay all rest break premium wages due and owing upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the class who have separated from employment are entitled to compensation pursuant to Labor Code §§ 201-203.

45. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff, the Class, the Piece Rate Class, and the On Call Class in a civil action, for the lost wages and unpaid balance of the premium compensation pursuant to Labor Code §§ 226.2 and 226.7, and the applicable IWC Wage Order, including interest thereon, penalties, reasonable attorney's fees, and costs of suit.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.2, 226.7, AND 512

(BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

47. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and class members had the opportunity to take and were provided with off-duty meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and class members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks. This included, without limitation, Defendants requiring employees to remain on duty and respond to any calls throughout the entire shift, including during breaks. As such,

Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each meal period Plaintiff and class members missed.

48. At all relevant times, Plaintiff and class members regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Furthermore, Plaintiff and class members who worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide this second meal period to their employees in the State of California.

49. As a pattern and practice, Defendants regularly required employees to work through their meal periods without proper compensation and denied Plaintiff and class members the right to take proper meal periods as required by law.

50. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to pay all meal break premium wages due and owing upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the class who have separated from employment are entitled to compensation pursuant to Labor Code §§ 201-203.

51. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff, the Class, the Piece Rate Class, and the On Call Class in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.2, 226.7, and 512, and the applicable IWC Wage Order, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFF, THE CLASS, AND THE ON CALL CLASS AGAINST ALL

DEFENDANTS)

52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

53. This cause of action is brought pursuant to Labor Code § 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers.

54. At all relevant times herein, Defendants regularly failed to reimburse and indemnify Plaintiff and class members for business expenses necessary for the discharge of their duties. Specifically, Defendants failed to pay Plaintiff and class members for work-related expenses, including without limitation, the costs and expenses incurred when traveling for work.

55. Defendants had a uniform corporate pattern and practice and procedure regarding the above practice in violation of Labor Code § 2802.

56. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff, the Class, and the On Call Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226 AND 226.2

(BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

58. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226 by failing to provide accurate payroll records to employees.

59. Here, as a result of the violations alleged herein, the wage statements provided to Plaintiff and Class Members displayed inaccurate rates of pay, number of hours worked, total

hours worked, piece rates, number of pieces worked, and gross and net wages earned.

60. Plaintiff and class members were also paid on a piece-rate basis. As such, the wage statements should have reflected accurate applicable rates of pay, number of hours worked, total hours worked, piece rate units earned and applicable rates, and gross and net wages earned, pursuant to Labor Code § 226. However, the wage statements provided to Plaintiff and other employees paid on a piece-rate basis failed to identify such information.

61. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff, the Class, the Piece Rate Class, and the On Call Class in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF, THE CLASS, THE PIECE RATE CLASS, AND THE ON CALL CLASS AGAINST ALL DEFENDANTS)

62. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

63. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including by: (a) failing to pay all minimum wages owed, in violation of Labor Code §§ 226.2, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all overtime wages owed, in violation of Labor Code §§ 226.2, 510, 558, and 1194; (c) failing to provide proper rest breaks, in violation of Labor Code §§ 226.2 and 226.7; and (d) failing to provide proper meal breaks, in violation of Labor Code §§ 226.2, 226.7, and 512.

64. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

65. Plaintiff seeks, individually and on behalf of other members of the Class, Piece Rate Class, and On Call Class similarly situated, full restitution of monies, as necessary and

according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

66. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business & Professions Code § 17200, *et seq*., including those set forth herein above thereby depriving Plaintiff and other members of the Class, Piece Rate Class, and On Call Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

67. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

68. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from January 31, 2024, through the present, for Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from Defendants' policy and practice of: (a) failing to pay all minimum wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all overtime wages owed, in violation of Labor Code §§ 201-204, 226.2, 510, 558, and 1194; (c) failing to provide proper rest breaks, in violation of Labor Code §§ 201-203, 226.2, and 226.7; (d) failing to provide proper meal breaks, in violation of Labor Code §§ 201-203, 226.2, 226.7, and 512; (e) failing to pay for rest/recovery periods for piece rate employees, in violation of Labor Code §§ 201-203 and 226.2; (f) failing to reimburse all business expenses, in violation of Labor Code § 2802; (g) failing to provide accurate, itemized wage statements, in violation of Labor Code §§ 226 and 226.2; and (h) failing to pay all wages owed at separation of employment in violation of Labor Code §§ 201-203.

69. With respect to Defendants' violations of Labor Code §§ 201-204, 226.2, 510,

558, 1194, 1197, and 1197.1, employers are required to pay employees for all regular hours worked, including rest and recovery periods and other nonproductive time.

70. As a pattern and practice, Defendants suffered and permitted Plaintiff and Aggrieved Employees to work without payment of minimum, regular, and overtime wages for all hours worked in a workday and workweek. Plaintiff and Aggrieved Employees were not paid for all hours worked. Specifically, Defendants also paid Plaintiff and Aggrieved Employees on a piece-rate basis, and did not pay for time spent on non-productive tasks or provide paid rest periods. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for all hours worked.

71. With respect to Defendants' overtime violations, Plaintiff alleges a violation of the PAGA based on Labor Code §§ 201-204, 226.2, 510, 558, and 1194, which require employers to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or forty hours in a workweek.

72. As a pattern and practice, Defendant suffered and permitted Plaintiff and Aggrieved Employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendants paid Plaintiff and Aggrieved Employees on a piece-rate basis, and did not pay for time spent on non-productive tasks. Plaintiff and Aggrieved Employees also worked overtime hours on each shift without payment for overtime wages. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for all hours worked.

73. As a pattern and practice, Defendants suffered and permitted Plaintiff and Aggrieved Employees to work without payment of minimum, regular, and overtime wages for all hours worked in a workday and workweek. Plaintiff and Aggrieved Employees were not paid for all hours worked. Specifically, Defendants also paid Plaintiff and Aggrieved Employees on a piece-rate basis, and did not pay for time spent on non-productive tasks or provide paid rest periods. As a result, Plaintiff and Aggrieved Employees were consistently underpaid for all hours worked.

74. With respect to Defendants' rest break violations, Plaintiff alleges a violation of

the PAGA based on Labor Code §§ 201-203, 226.2, and 226.7. Specifically, Defendants require Plaintiff and Aggrieved Employees to remain on duty and respond to any calls throughout the entire shift, including during breaks. Defendants, however, failed to pay premium compensation for each rest period Plaintiff and Aggrieved Employees missed. Additionally, Defendants also paid Plaintiff and Aggrieved Employees on a piece-rate basis, but did not provide paid rest periods. As a result, any duty-free rest breaks Plaintiff and Aggrieved Employees may have taken were not compensated.

75. Similarly, for the meal break violations, Plaintiff alleges a violation of the PAGA based on Labor Code §§ 201-203, 226.2, 226.7, and 512. As a pattern and practice, Defendants regularly required Plaintiff and Aggrieved Employees to work through their meal periods without proper compensation and denied Plaintiff and Aggrieved Employees the right to take proper meal periods as required by law. Defendants, however, failed to pay premium compensation for each meal period Plaintiff and Aggrieved Employees missed.

76. For the expense reimbursement violations, Plaintiff alleges that Defendants regularly failed to reimburse and indemnify Plaintiff and Aggrieved Employees for business expenses necessary for the discharge of their duties. Specifically, Defendants failed to pay Plaintiff and Aggrieved Employees for work-related expenses, including without limitation, the costs and expenses incurred when traveling for work. This is a violation of Labor Code § 2802.

77. Additionally, Plaintiff alleges wage statement violations under Labor Code §§ 226 and 226.2. Here, as a result of the violations alleged herein, the wage statements provided to Plaintiff and Aggrieved Employees displayed inaccurate rates of pay, number of hours worked, total hours worked, piece rates, number of pieces worked, and gross and net wages earned.

78. Plaintiff and Aggrieved Employees were also paid on a piece-rate basis. As such, the wage statements should have reflected accurate applicable rates of pay, number of hours worked, total hours worked, piece-rate units earned and applicable rates, and gross and net wages earned, pursuant to Labor Code § 226. However, the wage statements provided to Plaintiff and other Aggrieved Employees paid on a piece-rate basis failed to identify such information in violation of Section 226.

79. Lastly, as a result of the violations above, Defendants have violated Labor Code §§ 201-203 by failing to pay all wages owed to Aggrieved Employees who have separated from employment.

80. On or about January 31, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1197.1 pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

81. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations provided for in the written notice.

82. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

2. For an order certifying the proposed classes;

3. For an order appointing Plaintiff as the representative of the classes as described herein;

4. For an order appointing counsel for Plaintiff as class counsel;

5. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

6. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 226.2, 510, 558, and 1194, and for costs and attorneys' fees;

7. Upon the Third Cause of Action, for damages and/or penalties pursuant to

California Labor Code §§ 201-203, 226.2, and 226.7, and for costs and attorneys' fees;

8. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.2, 226.7, and 512, and for costs and attorneys' fees;

9. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;

10. Upon the Sixth Cause of Action, for damages or penalties pursuant to California Labor Code §§ 226 and 226.2, and for costs and attorneys' fees;

11. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*, for the time periods described above;

12. Upon the Eighth Cause of Action, for the full amount of penalties pursuant to the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

13. On all causes of action for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 1194, and 2699, and Code of Civil Procedure § 1021.5; and

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

DATED: May 12, 2026

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees

PROOF OF SERVICE

(Code of Ci il Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On May 19, 2026, I served the following document(s) described as: **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Ahmed Kasem
akasem@kasemko.com
KASEM LAW
555 Anton Boulevard, Suite 150
Costa Mesa, CA 92626
Attorney for Defendant
PROHEALTH HOME CARE, INC.

_____ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 19, 2026, at Los Angeles, California.

Erika Mejia