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 on behalf of themselves and others similarly situated

FILED
 Superior Court of California
 County of Los Angeles
 11/03/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NARINE MADATYAN and ARSINEH
 TOPALIANFARD, on behalf of themselves
 and others similarly situated,

Plaintiffs,

vs.

TARLANI CORP. dba TARLANI
 HEALTHCARE, a California corporation;
 PAYCHEX PEO I, LLC, a Florida limited
 liability company; ALLIANCE HOME
 HEALTH CARE SERVICES, an entity of
 unknown form; ALLIANCE HOME HEALTH
 CARE SERVICES INC., an entity of unknown
 form; ALLIANCE, an entity of unknown form;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV16890

CLASS ACTION

Assigned for All Purposes To:
 Hon. Timothy Patrick Dillon
 Dept.: 15

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
9. Violation of Labor Code § 204;
10. Violation of Labor Code § 221;
11. Violation of Labor Code § 226(a);
12. Penalties Pursuant to Labor Code § 203;
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs NARINE MADATYAN, ARSINEH TOPALIANFARD, and MIKI APODACA
2 (hereinafter collectively “Plaintiffs”) on behalf of themselves and all others similarly situated
3 (collectively, “Employees”; individually, “Employee”) complain of Defendants, and each of them,
4 as follows:

5 INTRODUCTION

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees excepting healthcare field
9 workers by Defendants TARLANI CORP. dba TARLANI HEALTHCARE, a California
10 corporation; PAYCHEX PEO I, LLC, a Florida limited liability company; ALLIANCE HOME
11 HEALTH CARE SERVICES, an entity of unknown form; ALLIANCE HOME HEALTH CARE
12 SERVICES, INC., an entity of unknown form; ALLIANCE, an entity of unknown form; and
13 DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”).
14 Plaintiffs allege that Defendants, and each of them, violated various provisions of the California
15 Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business
16 & Professions Code, and seeks redress therefore.

17 2. Plaintiffs are residents of California and during the time period relevant to this
18 Complaint were employed by Defendants as non-exempt hourly employees within the State of
19 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
20 members worked for Defendants in Los Angeles County, and in other nonexempt positions,
21 throughout California and, and consistently worked at Defendants’ behest without being paid all
22 wages due. More specifically, Plaintiffs and the other similarly situated Employees were employed
23 by Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise
24 to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
25 were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were
26 subjected to the same policies and practices, and (3) endured similar violations at the hands of
27 Defendants as the other Employees who served in similar and related positions.

3. Defendants required Plaintiffs and the Employees in the Class to perform work while remaining under Defendants' control before and after being on the clock for their daily work shift. Defendants further failed to accurately record time worked by Plaintiffs and Employees by understanding the number of overtime hours worked by Plaintiffs and Employees. Defendants thus failed to pay Plaintiffs and the Class members for all hours worked and provided them with inaccurate wage statements that prevented Plaintiffs and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiffs NARINE MADATYAN, ARSINEH TOPALIANFARD, and MIKI APODACA have resided in California and during the time period relevant to this Complaint were employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant TARLANI CORP. dba TARLANI HEALTHCARE is a California corporation with its principle executive offices in Montrose, California and has been listed as the employer on Plaintiffs' paystubs during the relevant time period. TARLANI CORP. dba TARLANI HEALTHCARE lists a California address in Montrose, California with the California Secretary of State, and employs Class members in Los Angeles County, including at Defendants' offices and facilities in Montrose, California, and throughout California and conducts business throughout California.

6. Defendant PAYCHEX PEO I, LLC is a Florida limited liability company with its principle executive offices in St. Petersburg, Florida and is listed on Plaintiffs' paystubs during the relevant time period. PAYCHEX PEO I, LLC lists a Florida address in St. Petersburg, Florida with the California Secretary of State, and employs Class members in Los Angeles County, including at Defendants' offices and facilities in Montrose, California, and throughout California and conducts business throughout California.

1 7. Defendant ALLIANCE HOME HEALTH CARE SERVICES is an entity of
2 unknown form and lists an address in Glendale, California on the W2 issued to Plaintiffs during
3 the relevant time period. ALLIANCE HOME HEALTH CARE SERVICES does not list an
4 address with the California Secretary of State, but upon information and belief employs Class
5 members in Los Angeles County, including at Defendants' offices and facilities in Montrose,
6 California, and throughout California and conducts business throughout California.

7 8. Defendant ALLIANCE HOME HEALTH CARE SERVICES INC. is an entity of
8 unknown form and lists an address in Glendale, California on the checks issued to Plaintiffs
9 during the relevant time period. ALLIANCE HOME HEALTH CARE SERVICES INC. does not
10 list an address with the California Secretary of State, but upon information and belief employs
11 Class members in Los Angeles County, including at Defendants' offices and facilities in
12 Montrose, California, and throughout California and conducts business throughout California.

13 9. Defendant ALLIANCE is an entity of unknown form and upon information and
14 belief has its principle executive offices in Glendale, California. ALLIANCE has been listed as the
15 employer on Plaintiffs' paystubs during the relevant time period. ALLIANCE does not list an
16 address with the California Secretary of State, but upon information and belief employs Class
17 members in Los Angeles County, including at Defendants' offices and facilities in Montrose,
18 California, and throughout California and conducts business throughout California.

19 10. The true names and capacities, whether individual, corporate, associate, or
20 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
21 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of
22 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
23 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
24 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
25 this Complaint to reflect the true names and capacities of the Defendants designated herein as
26 Does 1 through 50 when their identities become known.

27 11. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
28 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried

1 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
2 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
3 all respects as the employers or joint employers of Employees. Defendants, and each of them,
4 exercised control over the wages, hours or working conditions of Employees, or suffered or
5 permitted Employees to work, or engaged, thereby creating a common law employment
6 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
7 employed Employees.

8 **JURISDICTION AND VENUE**

9 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
11 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
12 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
13 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
14 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
15 County and Defendants maintain and operate company offices and facilities in Los Angeles
16 County, and employ Plaintiffs and other Class members in Los Angeles County and throughout
17 California.

18 **FACTUAL BACKGROUND**

19 13. The Employees who comprise the Class and Collective, including Plaintiffs, are
20 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
21 Employees who work in nonexempt positions at the direction of Defendants in the State of
22 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
23 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
24 Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
25 by answering phone calls and text messages from supervisors, coworkers, and patients and
26 coordinating and managing patient care. Plaintiffs worked additional time “pre-shift” that they
27 were not compensate for by waiting in line to clock in, donning protective gear, checking their
28 vehicles and driving to patients’ residences, checking emails and other messages, and filling out

1 patient paperwork. Plaintiffs worked additional time “post-shift” by charting, uploading photos,
2 checking emails, and completing trainings. Plaintiffs were also not compensated for the time spent
3 driving between patient’s residences. Moreover, Plaintiffs and Employees were not paid for the
4 time spent working over the weekends while off-the-clock by going into the office, answering
5 phone calls and text messages, and coordinating and managing patient care. Instead of paying
6 Plaintiffs and Employees hourly wages for the time spent working off-the-clock over the
7 weekends, Defendants paid Plaintiffs and Employees “ON-CALL” pay at flat sums of \$100, \$200,
8 or \$300 without taking into account or listing hours worked by Plaintiffs and Employees.
9 Moreover, Employees were not paid for the time they were required to work through their meal
10 breaks. Defendants thus severely understated the number of overtime hours worked by Plaintiffs
11 and Employees. Plaintiffs contend that Defendants failed to pay Plaintiffs and the Class members
12 all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate
13 wage statements, all in violation of various provisions of the California Labor Code and applicable
14 Wage Orders. Additionally, Defendants paid Plaintiffs and Employees nondiscretionary
15 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
16 information and belief, Defendants failed to incorporate all remunerations, including
17 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
18 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
19 Therefore, during times when Plaintiffs and Employees worked overtime and received
20 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
21 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
22 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to
23 calculate and pay for overtime and double time pay.

24 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
26 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
27 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
28 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the

1 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
2 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
3 Therefore, during times when Plaintiffs and Employees worked overtime and received
4 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
5 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
6 required.

7 15. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
9 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
10 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
11 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
12 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
13 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
14 Therefore, during times when Plaintiffs and Employees worked overtime and received
15 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
16 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
17 required.

18 16. During the course of Plaintiffs' and the Employees' employment with Defendants,
19 they were not paid all wages they were owed, including for all work performed and for all
20 overtime hours worked and were forced to work during their meal and rest breaks. Defendants
21 also failed to maintain timekeeping records for Plaintiffs that would permit them to discover the
22 nature and extent of Defendants' understatement of hours worked.

23 17. Defendants also failed to pay Employees all wages due and owing because
24 Defendants failed to adequately pay for on-call or standby time. Specifically, Defendants would
25 contact Plaintiffs and inform them that they were needed at work. Plaintiffs then had to report to
26 work and were not adequately paid on-call or standby pay time. Defendants paid Plaintiffs "ON-
27 CALL" pay at flat sums of \$100, \$200, or \$300 without taking into account the number of hours
28

1 worked. Upon information and belief, Employees were also required to be on-call and were not
2 adequately compensated for on-call or standby pay.

3 18. Throughout the course of Plaintiffs' and the Employees' employment with
4 Defendants, they were required to work during their meal and rest breaks which were not
5 compensated by Defendants in violation of the California Labor Code. Plaintiffs and the Class
6 members were also not paid regular wages and overtime for the time they were required to
7 comply with other requirements imposed upon them, which they had to complete while working
8 through their meal and rest breaks and without compensation. As a result, Plaintiffs and the Class
9 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
10 but they were not paid at the appropriate overtime rate for all such hours, including by being
11 required to perform work duties and tasks without pay and while off-the-clock.. As a result,
12 Plaintiffs and the Class members worked substantial overtime hours during their employment
13 with Defendants for which they were not compensated, in violation of the California Labor Code,
14 applicable IWC Wage Orders.

15 19. As a result of the above described off-the-clock work, the demands and pressures to
16 work through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs
17 and the Class members were not properly paid for all wages earned and for all wages owed to
18 them by Defendants, including when working more than eight (8) hours in any given day and/or
19 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
20 practices, Plaintiffs and Employees incurred overtime hours worked for which they were not
21 adequately and completely compensated. To the extent applicable, Defendants also failed to pay
22 Plaintiffs and the Class members at an overtime rate of 1.5 times the regular rate for the first eight
23 hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times
24 the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required
25 under the Labor Code, applicable IWC Wage Orders.

26 20. Therefore, from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees for all hours worked and failing to pay minimum wage for all time worked as required

1 by California Law.

2 21. Additionally from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants had a consistent policy or practice of failing to pay
4 Employees overtime compensation at premium overtime rates for all hours worked in excess of
5 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
6 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
7 sections of IWC Wage Orders.

8 22. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
10 hours without providing them with timely, uninterrupted meal periods of not less than thirty (30)
11 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
12 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
13 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
14 failed to provide or deficiently provided.

15 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
17 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
18 Employees premium pay for each day on which requisite rest breaks were not provided or were
19 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for
20 each rest period that Defendants failed to provide or deficiently provided.

21 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
22 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
23 performance of their job duties for Defendants including, the cost of cellphone usage and home
24 internet when working from home, which were necessary to perform their duties under
25 Defendants’ employ in violation of Labor Code § 2802.

26 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
27 continuing to the present, Defendants have consistently failed to keep accurate time and wage
28 records as required by California wage-and-hour laws.

26. Additionally, from at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants failed to pay Plaintiff and Employees within seven calendar days from the end of the pay period, as required by California wage-and-hour laws.

27. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing to the present, Defendants have unlawfully collected/received wages from Employees in violation of Labor Code § 221.

28. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

29. Additionally, from at least four (4) years prior to filing of this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

30. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

31. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

32. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: all individuals employed by Defendants as non-field healthcare workers within the State of California at any time within four (4) years of the filing of this lawsuit.

33. Further, Plaintiffs seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statements Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

j. Subclass 10. Failure to Timely Pay Wages Subclass. All Class Members who were subject to Defendants' policy and/or practice of not timely paying all wages earned when they were due and payable within seven calendar days from the end of the pay period.

k. Subclass 11. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of automatically deducting wages from Employee's pay checks.

1 1. Subclass 12. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 34. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 35. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 36. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class members has not been
17 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
18 time period relevant to this lawsuit, employed more than 100 individuals within the State of
19 California.

20 37. Accounting for employee turnover during the relevant time period increases this
21 number substantially. Plaintiffs allege that Defendants' employment records will provide
22 information as to the number and location of all class members.

23 **B. Commonality**

24 38. There are questions of law and fact common to the class that predominate over any
25 questions affecting only individual class members. These common questions of law and fact
26 include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under Labor
2 Code § 510;
- 3 d. Whether Defendants failed to pay Employees vacation wages as required under
4 Labor Code § 227.3;
- 5 e. Whether Defendants failed to pay Employees sick pay as required under Labor
6 Code § 245;
- 7 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
8 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
9 premium pay in lieu thereof;
- 10 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
11 Orders, by failing to provide Employees with requisite rest breaks or premium pay
12 in lieu thereof;
- 13 h. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 14 i. Whether Defendants failed to reimburse Employees for necessary business
15 expenses;
- 16 j. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- 17 k. Whether Defendants violated Labor Code § 221 by automatically
18 deducting/collecting wages from Employees;
- 19 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
20 wages and compensation due and owing at the time of termination of employment;
- 21 m. Whether Defendants violated Labor Code § 226(a);
- 22 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 23 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 24 p. Whether Employees are entitled to equitable relief pursuant to Business and
25 Professions Code § 17200 *et seq.*

26 **C. Typicality**

- 27 39. The claims of the named plaintiffs are typical of those of the other Employees.
28 Employees all sustained injuries and damages arising out of and caused by Defendants' common

1 course of conduct in violation of statutes, as well as regulations that have the force and effect of
2 law, as alleged herein.

3 **D. Adequacy of Representation**

4 40. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
5 Counsel who represents Employees are experienced and competent in litigating employment class
6 actions.

7 **E. Superiority of Class Action**

8 41. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
12 Defendants' illegal policies or practices of failing to compensate Employees properly.

13 42. Class action treatment will allow those persons similarly situated to litigate their
14 claims in the manner that is most efficient and economical for the parties and the judicial system.
15 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Against All Defendants)**

19 43. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

21 44. Defendants failed to pay Employees minimum wages for all hours worked.
22 Defendants had a consistent policy of misstating Employees time records and failing to pay
23 Employees for all hours worked. Employees would work hours and not receive wages, including
24 as alleged above in connection with working during meal breaks and working "pre-shift by
25 answering phone calls and text messages from supervisors, coworkers, and patients, coordinating
26 and managing patient care, waiting in line to clock in, donning protective gear, checking their
27 vehicles and driving to patients' residences, checking emails and other messages, and filling out
28 patient paperwork. Plaintiffs worked additional time "post-shift" by answering phone calls and

1 text messages from supervisors, coworkers, and patients and coordinating and managing patient
2 care, charting, uploading photos, checking emails, and completing trainings. Plaintiffs were also
3 not compensated for the time spent driving between patient's residences. Moreover, Plaintiffs
4 and Employees were not paid for the time spent working over the weekends while off-the-clock
5 by going into the office, answering phone calls and text messages, and coordinating and
6 managing patient care. Further, Plaintiff and Employees were required to be on-call while off the
7 clock. Instead of paying Plaintiffs and Employees hourly wages for the time spent working off-
8 the-clock over the weekends, Defendants paid Plaintiffs and Employees "ON-CALL" pay at flat
9 sums of \$100, \$200, or \$300 without taking into account or listing hours worked by Plaintiffs and
10 Employees. Defendants did not pay Plaintiffs and Employees at the applicable minimum wage
11 for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
12 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
13 uniform policy and practice that denied accurate compensation to Plaintiffs and the other
14 members of the Class as to minimum wage pay.

15 45. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
16 states:

17 The minimum wage for employees fixed by the commission is the
18 minimum wage to be paid to employees, and the payment of a less
19 wage than the minimum so fixed is unlawful.

19 46. The applicable minimum wages fixed by the commission for work during the
20 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
21 therefore entitled to double the minimum wage during the relevant period.

22 47. The minimum wage provisions of California Labor Code are enforceable by private
23 civil action pursuant to California Labor Code § 1194(a) which states:

24 Notwithstanding any agreement to work for a lesser wage, any
25 employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to
27 recover in a civil action the unpaid balance of the full amount of
28 this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

1 48. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
2 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

3 49. California Labor Code § 1194.2 also provides for the following remedies:

4 In any action under Section 1194 . . . to recover wages because of
5 the payment of a wage less than the minimum wages fixed by an
6 order of the commission, an employee shall be entitled to recover
 liquidated damages in an amount equal to the wages unlawfully
 unpaid and interest thereon.

7 50. Defendants have the ability to pay minimum wages for all time worked and have
8 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
9 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

10 51. Wherefore, Employees are entitled to recover the unpaid minimum wages
11 (including double minimum wages), liquidated damages in an amount equal to the minimum
12 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
13 to California Labor Code § 1194(a).

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

16 **(Against All Defendants)**

17 52. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 53. By their conduct, as set forth herein, Defendants violated California Labor Code §
20 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
21 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
22 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
23 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
24 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
25 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
26 paying Employees wages for all hours worked and understating overtime hours worked including
27 time off the clock working "pre-shift" without compensation by answering phone calls and text
28 messages from supervisors, coworkers, and patients, coordinating and managing patient care,

1 waiting in line to clock in, donning protective gear, checking their vehicles and driving to
2 patients' residences, checking emails and other messages, and filling out patient paperwork and
3 "post-shift" by answering phone calls and text messages from supervisors, coworkers, and
4 patients and coordinating and managing patient care, charting, uploading photos, checking
5 emails, and completing trainings. Moreover, Plaintiffs and Employees were not paid for the time
6 spent working over the weekends while off-the-clock by going into the office, answering phone
7 calls and text messages, and coordinating and managing patient care. Further, Plaintiff and
8 Employees were required to be on-call while off the clock. Instead of paying Plaintiffs and
9 Employees overtime, when applicable, for the time spent working off-the-clock over the
10 weekends, Defendants paid Plaintiffs and Employees "ON-CALL" pay at flat sums of \$100,
11 \$200, or \$300 without taking into account or listing hours worked by Plaintiffs and Employees.
12 Employees regularly worked over 8 hours on a given day without receiving overtime
13 compensation.

14 54. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
15 Employees the correct overtime rate for the recorded overtime hours that they generated. In
16 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
17 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
18 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
19 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
20 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
21 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of
22 pay used to calculate and pay for overtime and double time pay overtime pay, double pay, sick
23 pay, vacation pay, and meal and rest break premiums.

24 55. Therefore, during times when Plaintiffs and Employees worked overtime and
25 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
26 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
27 required.

28 56. Defendants' failure to pay compensation in a timely fashion also constituted a

1 violation of California Labor Code § 204, which requires that all wages shall be paid
2 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
3 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
4 and overtime compensation earned by Employees. Each such failure to make a timely payment of
5 compensation to Employees constitutes a separate violation of California Labor Code § 204.

6 57. Employees have been damaged by these violations of California Labor Code §§
7 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

8 58. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
9 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
10 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
11 reasonable attorneys' fees and costs.

12 **THIRD CAUSE OF ACTION**

13 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 59. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 60. Employees regularly worked shifts greater than five (5) hours and greater than ten
18 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
19 more than five (5) hours without providing him or her with a meal period of not less than thirty
20 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
21 meal period of not less than thirty (30) minutes.

22 61. Defendants failed to provide Employees with compliant meal periods as required
23 under the Labor Code. Employees were required to work through their meal periods which they
24 were denied. Employees were also required to take meal periods after working well beyond the
25 five (5) hour shifts or were interrupted. Furthermore, Employees were regularly required to work
26 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
27 meal period as required by law.

28 62. Moreover, Defendants failed to compensate Employees for each meal period not

1 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
2 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
3 employee a meal period in accordance with this section, the employer shall pay the employee one
4 hour of pay at the employee's regular rate of compensation for each workday that the meal period
5 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
6 they did so at the normal regular rate of pay without factoring in all forms or
7 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

8 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
9 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
10 period not provided or deficiently provided, a sum to be proven at trial.

11 **FOURTH CAUSE OF ACTION**

12 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 64. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 65. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
17 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
18 not less than ten (10) minutes for each consecutive four (4) hour shift.

19 66. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
20 not less than ten (10) minutes for each consecutive four (4) hour shift.

21 67. Moreover, Defendants failed to compensate Employees for each rest period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
23 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
24 accordance with this section, the employer shall pay the employee one hour of pay at the
25 employee's regular rate of compensation for each workday that the rest period is not provided.
26 Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the
27 normal regular rate of pay without factoring in all forms or remuneration/compensation or by
28 otherwise incorrectly calculating the regular rate.

1 68. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
2 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
3 worked without the required rest breaks, a sum to be proven at trial.

4 **FIFTH CAUSE OF ACTION**
5 **FAILURE TO PAY VACATION WAGES**
6 **(Against All Defendants)**

7 69. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 70. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
10 employment policy provides for paid vacation and an employee is terminated without having
11 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
12 in accordance with said contract of employment or policy respecting eligibility or time served.

13 71. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
14 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
15 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
16 Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to
17 calculate and pay vacation wages.

18 72. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
19 Code § 227.3.

20 **SIXTH CAUSE OF ACTION**
21 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
22 **(Against All Defendants)**

23 73. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
24 full herein.

25 74. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
26 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
27 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
28 with the pay calculation under California Labor Code § 246(l).

75. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

76. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

77. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

78. Under Labor Code § 2802(a), an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

79. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely: the cost of cellphone usage and home internet when working from home, vehicle mileage and fuel, and medical tools and equipment such as a stethoscope, thermometer, blood pressure cuff, pulse oximeter, surgical scissors, compression wraps, saline, and bandages which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

80. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

1 **EIGHTH CAUSE OF ACTION**
2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
3 **AND 1174.5**
4 **(Against All Defendants)**

5 81. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 82. California Labor Code § 1174 requires that all employers shall keep accurate time
8 and wage records for all employees. California Labor Code § 1174.5 further requires that any
9 employee suffering injury due to a willful violation of the aforementioned obligations may seek
10 damages, including civil penalties, from the employer.

11 83. During the course of Plaintiffs' and Employees' employment, Defendants
12 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
13 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
14 wages, overtime, and premium pay as discussed above.

15 84. Accordingly, Defendants are liable for civil penalties pursuant to the California
16 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

17 **NINTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 204**
19 **(Against All Defendants)**

20 85. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 86. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
23 employment are due and payable twice during each calendar month, on days designated in
24 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
25 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
26 during which the labor was performed, and labor performed between the 16th and the last day,
27 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
28 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of

1 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
2 calendar days following the close of the payroll period.” Defendants maintained a semi-monthly
3 payroll system but consistently failed to pay Plaintiffs and Employees all wages earned by not
4 more than seven calendar days following the close of the payroll period.

5 87. All wages due and owing to Plaintiffs and the Employees, including as required
6 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail
7 above. Additionally, wages required by Labor Code § 1194 and other sections became due and
8 payable to each Employee in each pay period that he or she was not provided with a meal period
9 or rest period or paid straight or overtime wages or commissions to which he or she was entitled.

10 88. Defendants thus violated Labor Code § 204 by systematically refusing to pay
11 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
12 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
13 payday for the period involved, not less than the applicable minimum wage for all hours worked in
14 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
15 hours than those fixed by the order or under conditions of labor prohibited by the order is
16 unlawful.” Plaintiffs and Employees may therefore pursue damages and penalties for violations of
17 Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties
18 under paragraph 20 of the applicable IWC Wage Orders.

19 89. As a result of the unlawful acts of Defendants, Plaintiffs and Employees seek to
20 represent they have been deprived of wages in amounts to be determined at trial, and they are
21 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
22 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
23 applicable IWC Wage Orders.

24 **TENTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 221**
26 **(Against All Defendants)**

27 90. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

91. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Defendants unlawfully received and/or collected wages from employees. Specifically, Defendants automatically deducted thirty (30) minutes of wages from Employees who worked shifts over ten hours for second meal breaks that were not taken.

92. As a direct and proximate cause of the unauthorized deductions, Employees have been damages, in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

93. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

94. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

95. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in

1 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
2 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
4 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
5 wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove. The wage statements provided to Employees were confusing and required
8 Employees to engage in discovery and refer to outside sources to verify whether their pay was
9 correct and potentially resulting in a miscalculation by the Employees.

10 96. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
11 Employees suffered injuries, including among other things confusion over whether they received
12 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
13 forcing them to make mathematical computations to analyze whether the wages paid in fact
14 compensated them correctly for all hours worked.

15 97. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
16 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
17 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
18 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
19 award of costs and reasonable attorneys' fees.

20 98. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
21 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
22 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
23 employee for each pay period.

24 99. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
25 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
26 shown according to proof.

27 ///

28 ///

TWELFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

100. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

101. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

102. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

103. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

104. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

THIRTEENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

105. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

106. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

107. Plaintiffs are "person[s]" within the meaning of Business & Professions Code § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 108. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 109. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 110. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
14 Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and
15 privileges guaranteed to all employees under the law.

16 111. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 112. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
20 care should have known that their conduct was unlawful; therefore their conduct violates the
21 Business & Professions Code § 17200 *et seq.*

22 113. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 114. Unless restrained by this Court, Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to the

1 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
2 have unlawfully failed to pay.

3 **FOURTEENTH CAUSE OF ACTION**
4 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***
5 **(Against All Defendants)**

6 115. Plaintiffs re-allege and incorporate all preceding paragraphs as though set forth in
7 full herein.

8 116. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
9 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
10 alleged violators, Defendants.

11 117. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
12 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
13 penalty provisions without limitation, based on the following California Labor Code sections: 201,
14 202, 203, 204, 221, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5,
15 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

16 118. The penalties shall be allocated as follows: 65% to the Labor and Workforce
17 Development Agency (LWDA) and 35% to the affected employees.

18 119. Employees also seek any and all penalties and remedies set forth in Labor Code §
19 558, which states:

20 (a) Any employer or other person acting on behalf of an employer who
21 violates, or causes to be violated, a section of this chapter or any provision
22 regulating hours and days of work in any order of the Industrial Welfare
23 Commission shall be subject to a civil penalty as follows: (1) For any initial
24 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
25 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

26 (b) If upon inspection or investigation the Labor Commissioner determines that
27 a person had paid or caused to be paid a wage for overtime work in violation of any
28 provision of this chapter, or any provision regulating hours and days of work in any
order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
citations or civil penalties issued by the Labor Commissioner for a violation of this

chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

120. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

121. Plaintiff Miki Apodaca has exhausted her administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on January 28, 2025. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 203 for all Employees who quit or were

1 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

2 7. For penalties pursuant to Labor Code § 227.3, as may be proven;

3 8. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

4 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

5 10. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

6 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

7 12. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

9 13. For restitution and/or damages for all amounts unlawfully withheld from the wages
10 for all class members in violation of Labor Code § 204, as may be proven;

11 14. For restitution and/or damages for all amounts unlawfully withheld from the wages
12 for all class members in violation of Labor Code § 221, as may be proven;

13 15. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

16 16. For an order enjoining Defendants and their agents, servants, and employees, and
17 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
18 duties adumbrated in this Complaint;

19 17. For all general, special, and incidental damages as may be proven;

20 18. For an award of pre-judgment and post-judgment interest;

21 19. For an award providing for the payment of the costs of this suit;

22 20. For an award of attorneys' fees; and

23 21. For such other and further relief as this Court may deem proper and just.

24 DATED: November 3, 2025

D.LAW, INC.

25 By 

26 David Yeremian
27 Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs
28 NARINE MADATYAN, ARSINEH
TOPALIANFARD, and MIKI APODACA
and the putative class

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DATED: November 3, 2025

By Emmanuel G. Geronzi

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs
NARINE MADATYAN, ARSINEH
TOPALIANFARD, MIKI APODACA and
the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Glendale, CA 91203.

On November 3, 2025, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

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Agent for Service for ***ALLIANCE, ALLIANCE HOME HEALTH CARE SERVICES INC., and ALLIANCE HOME HEALTH CARE SERVICES***

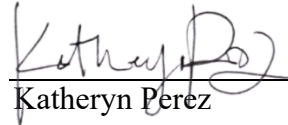
[X] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is

1 presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of
2 deposit for mailing in affidavit.

3 **[X]** (STATE) I certify (or declare) under penalty of perjury under the laws of the State of
4 California that the foregoing is true and correct.

5 Executed on November 3, 2025, at Glendale, California.

6 
Kathryn Perez