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Clerk of the Superior Court
By R. Stille ,Deputy Clerk

Attorneys for Plaintiff Sulma Maticorena Palacios

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

SULMA MATICORENA PALACIOS,
individually, and on behalf of all others similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorney General Act;

Plaintiff,

vs.

VINDRA, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 25CU007317C

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and,
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff Sulma Maticorena Palacios (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant Vindra, Inc., and Does 1 through 10
6 (collectively referred to as “Defendants”) for California Labor Code violations and unfair
7 business practices stemming from Defendants’ failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
11 furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of herself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Diego County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.



1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay at the regular rate of pay for each
10 workday a meal period violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay at the employee's
14 regular rate of pay for each workday a rest period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
27 were willful and deliberate.
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of San Diego, State of California, as an hourly, non-exempt CNA from approximately June 2024 to approximately December 2024.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Vindra, Inc. is:

- (a) A California corporation with its principal place of business in Carlsbad, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Diego; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class and the Aggrieved Employees. Defendant suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein.



1 Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants
2 when they have been ascertained, together with appropriate charging allegations, as may be
3 necessary.

4 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
5 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
6 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
7 the State of California.

8 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
9 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
10 and the other employees described in the class definitions below, and exercised control over
11 their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
12 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
13 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
14 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
15 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
16 such other relationships to some or all of the other Defendants so as to be liable for their conduct
17 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
18 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
19 that each Defendant knew or should have known about, and authorized, ratified, adopted,
20 approved, controlled, aided and abetted the conduct of all other Defendants.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 14. Plaintiff is a California resident who worked for Defendants in the County of San
23 Diego, State of California, as a CNA during the statutory period. Plaintiff was typically
24 scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

25 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
27 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
28 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all

1 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
2 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
3 working for Defendants was typical and illustrative.

4 16. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved
5 Employees worked more than 8 hours in a workday and more than 40 hours in a workweek.
6 Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the
7 Aggrieved Employees for all hours worked, including all overtime wages. In those instances
8 where Plaintiff, the Class, and the Aggrieved Employees earned non-discretionary bonuses and
9 other remuneration, Defendants failed to incorporate all remuneration when calculating the
10 correct overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay,
11 and sick day rate of pay. Also throughout the statutory period, Plaintiff, the Class, and the
12 Aggrieved Employees were required to work "off-the-clock" and uncompensated. For example,
13 due to Defendants' assignment of unreasonable workloads and severe understaffing, Plaintiff,
14 the Class, and the Aggrieved Employees were required to perform job duties such as cleaning,
15 bathing, and changing patients outside of their scheduled hours and during meal periods. Despite
16 being required to perform these work tasks, Defendants failed to compensate Plaintiff, the Class,
17 and the Aggrieved Employees for this time worked. Additionally, Plaintiff, the Class, and the
18 Aggrieved Employees were required to wait several minutes in order to access Defendants'
19 timeclock machines in order to clock-in for their shifts. Despite being required to perform these
20 work tasks, Plaintiff, the Class, and the Aggrieved Employees were not compensated for this
21 time worked. In maintaining a practice of not paying all wages owed, Defendants failed to
22 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees
23 worked.

24 17. Throughout the statutory period, Defendants have wrongfully failed to provide
25 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
26 Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in excess
27 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
28 duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class,

1 and the Aggrieved Employees for meal periods that were not provided by the end of the fifth
2 hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff, the
3 Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth
4 hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiff,
5 the Class, and the Aggrieved Employees were often required to work during their meal periods,
6 leading to the failure to provide uninterrupted meal periods. For example, Plaintiff, the Class,
7 and the Aggrieved Employees were required to prioritize urgent work tasks such as responding to
8 work-related requests, and cleaning, bathing, and changing patients before starting their meal
9 periods or during their meal periods. This resulted in late, shortened, interrupted, or missed meal
10 periods. These requirements also meant Plaintiff, the Class, and the Aggrieved Employees were
11 not relieved of all duty during their meal periods. As a result, Plaintiffs and the Class were not
12 provided with uninterrupted and complete meal periods. Accordingly, Defendants' policy and
13 practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in
14 compliance with California law.

15 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
16 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
17 periods. Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in
18 excess of four consecutive hours a day without Defendants authorizing and permitting them to
19 take a net 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
20 major fraction thereof), or without compensating Plaintiff, the Class, and the Aggrieved
21 Employees for rest periods that were not authorized or permitted. Defendants also did not
22 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a rest
23 period. Moreover, Defendants did not have adequate policies or practices permitting or
24 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
25 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
26 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
27 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
28 maintain accurate records of employee work periods, and therefore Defendants cannot



1 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
2 middle of each work period. For example, Plaintiff, the Class, and the Aggrieved Employees
3 were rarely, if ever, provided a rest period due to Defendants' severe understaffing and assignment
4 of heavy workloads. As a result, Plaintiff, the Class, and the Aggrieved Employees were rarely
5 provided with compliant rest periods and were regularly required to work through their rest
6 periods. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff,
7 the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

8 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
9 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
10 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
11 Aggrieved Employees were required to use their personal cell phones for work purposes such as
12 receiving their work schedule, and downloading apps to access their wage statements.
13 Additionally, Plaintiff, the Class, and the Aggrieved Employees were required to purchase their
14 own uniforms and PPE including scrubs, nametags, and masks. Plaintiff, the Class, and the
15 Aggrieved Employees were not adequately compensated for these work-related expenses.
16 Plaintiff, the Class, and the Aggrieved Employees were not adequately compensated for these
17 work-related expenses.

18 20. Throughout the statutory period, Defendants willfully failed and refused to timely
19 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
20 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
21 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
22 Employees their final paychecks immediately upon termination.

23 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
24 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
25 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
26 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
27 were not provided in accordance with California law, correct wages for rest periods that were
28 not authorized and permitted to take in accordance with California law, and Defendant's

1 address). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the
2 Class, and the Aggrieved Employees suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid
4 minimum wages, overtime wages, meal period premium wages, and rest
5 period premium wages to which they were entitled, even though they were
6 entitled;
- 7 (b) the violations led them to believe that they had been paid the minimum,
8 overtime, meal period premium, and rest period premium wages, even
9 though they had not been;
- 10 (c) the violations led them to believe they were not entitled to be paid
11 minimum, overtime, meal period premium, and rest period premium wages
12 at the correct California rate even though they were;
- 13 (d) the violations led them to believe they had been paid minimum, overtime,
14 meal period premium, and rest period premium wages at the correct
15 California rate even though they had not been;
- 16 (e) the violations hindered them from determining the amounts of minimum,
17 overtime, meal period premium, and rest period premium owed to them;
- 18 (f) in connection with their employment before and during this action, and in
19 connection with prosecuting this action, the violations caused them to have
20 to perform mathematical computations to determine the amounts of wages
21 owed to them, computations they would not have to make if the wage
22 statements contained the required accurate information;
- 23 (g) by understating the wages truly due them, the violations caused them to
24 lose entitlement and/or accrual of the full amount of Social Security,
25 disability, unemployment, and other governmental benefits;
- 26 (h) the wage statements inaccurately understated the wages, hours, and wages
27 rates to which Plaintiff, the Class, and the Aggrieved Employees were
28



1 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
2 less than the wages and wage rates to which they were entitled.
3 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
4 California Labor Code § 226(e), including actual damages.

5 **CLASS ACTION ALLEGATIONS**

6 22. Plaintiff brings certain claims individually, as well as on behalf of each and all
7 other persons similarly situated, and thus, seek class certification under California Code of Civil
8 Procedure § 382.

9 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
10 authorized by California law.

11 24. The proposed Class consists of and is defined as:

12 All persons who worked for any Defendant in California as an hourly, non-
13 exempt employee at any time during the period beginning four years before the
14 filing of the initial complaint in this action and ending when notice of class
certification to the Class is sent.

15 25. At all material times, Plaintiff was a member of the Class.

16 26. Plaintiff undertakes this concerted activity to improve the wages and working
17 conditions of all Class Members.

18 27. There is a well-defined community of interest in the litigation and the Class is
19 readily ascertainable:

20 (a) Numerosity: The members of the Class (and each subclass, if any) are so
21 numerous that joinder of all members would be unfeasible and impractical.
22 The membership of the entire Class is unknown to Plaintiff at this time,
23 however, the Class is estimated to be greater than 100 individuals and the
24 identity of such membership is readily ascertainable by inspection of
25 Defendants' records.

26 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28 defined community of interest, and Plaintiff's claims (or defenses, if any)

are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative

1 references and/or other means. Class actions provide the class members
2 who are not named in the complaint with a type of anonymity that allows
3 for the vindication of their rights at the same time as their privacy is
4 protected.

5 28. There are common questions of law and fact as to the Class (and each subclass, if
6 any) that predominate over questions affecting only individual members, including without
7 limitation, whether, as alleged herein, Defendants have:

- 8 (a) Failed to pay Class Members for all hours worked, including minimum
9 wages, and overtime wages;
- 10 (b) Failed to provide meal periods and pay meal period premium wages to
11 Class Members;
- 12 (c) Failed to authorize and permit rest periods and pay rest period premium
13 wages to Class Members;
- 14 (d) Failed to promptly pay all wages due to Class Members upon their
15 discharge or resignation;
- 16 (e) Failed to maintain accurate records of all hours Class Members worked,
17 and all meal periods Class Members took or missed;
- 18 (f) Failed to reimburse Class Members for all necessary business expenses;
19 and
- 20 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
21 result of their illegal conduct as described above.

22 29. This Court should permit this action to be maintained as a class action pursuant to
23 California Code of Civil Procedure § 382 because:

- 24 (a) The questions of law and fact common to the Class predominate over any
25 question affecting only individual members;
- 26 (b) A class action is superior to any other available method for the fair and
27 efficient adjudication of the claims of the members of the Class;
- 28 (c) The members of the Class are so numerous that it is impractical to bring all

members of the class before the Court;

- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as

published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

32. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

34. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

35. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

36. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

37. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

38. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

42. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

43. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

44. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours



1 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the
2 Class are regularly required to work overtime hours.

3 46. By virtue of Defendants' unlawful failure to pay additional premium rate
4 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
5 Class have suffered, and will continue to suffer, damages in amounts which are presently
6 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
7 ascertained according to proof at trial.

8 47. By failing to keep adequate time records required by Labor Code § 1174(d),
9 Defendants have made it difficult to calculate the full extent of overtime compensation due to
10 Plaintiff and the Class.

11 48. Plaintiff and the Class also request recovery of overtime compensation according
12 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
13 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
14 California Labor Code and/or other statutes.

15 49. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
19 Class with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Provide Meal Periods)**

22 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 21 in this Complaint.

24 51. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
26 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
27 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
28 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer

1 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
2 violation of Section 226.7 of the California Labor Code for an employer to require any
3 employee to work during any meal period mandated under any Wage Order.

4 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
5 and the Class with both meal periods as required by California law. By their failure to permit
6 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
7 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
8 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
9 the applicable Wage Orders.

10 53. Under California law, Plaintiff and the Class are entitled to be paid one hour of
11 additional wages at the regular rate of pay for each workday he or she was not provided with all
12 required meal period(s), plus interest thereon.

13 **FOURTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

15 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 21 in this Complaint.

17 55. Defendants are required by California law to authorize and permit breaks of net 10
18 uninterrupted minutes for each four hours of work or major fraction thereof (i.e. more than two
19 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the
20 employer permit and authorize all employees to take paid rest periods of 10 minutes each for
21 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
22 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
23 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
24 the California Labor Code for an employer to require any employee to work during any rest
25 period mandated under any Wage Order.

26 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
27 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
28 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as

1 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
2 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
3 of the California Labor Code and the applicable Wage Orders.

4 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 additional wages at the regular rate of pay for each workday he or she was not provided with all
6 required rest break(s), plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

9 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 21 in this Complaint.

11 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
12 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
13 losses incurred in direct consequence of the discharge of their duties or of their obedience to
14 directions of Defendants.

15 60. As a result, Plaintiff and the Class were damaged at least in the amounts of the
16 expenses they paid, or which were deducted by Defendants from their wages.

17 61. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
18 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
19 2802(b).

20 **SIXTH CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 22 **Penalties)**

23 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 21 in this Complaint.

25 63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
26 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
27 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
28 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,

1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

3 64. Within the applicable statute of limitations, the employment of Plaintiff and many
4 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
5 employment of others will be. However, during the relevant time period, Defendants failed, and
6 continue to fail to pay terminated Class Members, without abatement, all wages required to be
7 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
8 seventy-two (72) hours of their leaving Defendants' employ.

9 65. Defendants' failure to pay Plaintiff and those Class members who are no longer
10 employed by Defendants their wages earned and unpaid at the time of discharge, or within
11 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
12 Code §§ 201 and 202.

13 66. California Labor Code § 203 provides that if an employer willfully fails to pay
14 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
15 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
16 commenced; but the wages shall not continue for more than thirty (30) days.

17 67. Plaintiff and the Class are entitled to recover from Defendants their additionally
18 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
19 maximum pursuant to California Labor Code § 203.

20 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
21 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
22 incurred in this action.

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 21 in this Complaint.

28 70. At all material times set forth herein, California Labor Code § 226(a) provides that

1 every employer shall furnish each of his or her employees an accurate itemized wage statement
2 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
3 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
4 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
5 made on written orders of the employee may be aggregated and shown as one item, (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
7 of the employee and the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee.

11 71. Defendants have intentionally and willfully failed to provide employees with
12 complete and accurate wage statements. The deficiencies include, among other things, the
13 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
14 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

15 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
16 and the Class have suffered injury and damage to their statutorily-protected rights.

17 73. Specifically, Plaintiff and the members of the Class have been injured by
18 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
19 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
20 statements under California Labor Code § 226(a).

21 74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
22 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
23 a result of having to bring this action to attempt to obtain correct wage information following
24 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and
25 related laws and regulations.

26 75. Plaintiff and the Class are entitled to recover from Defendants their actual
27 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

28 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of

1 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
2 Code § 226(h).

3 **EIGHTH CAUSE OF ACTION**

4 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
5 **et seq.)**

6 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 21 in this Complaint.

8 78. Defendants, and each of them, are "persons" as defined under California Business
9 & Professions Code § 17201.

10 79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
12 seeks to enforce important rights affecting the public interest within the meaning of Code of
13 Civil Procedure § 1021.5.

14 80. Defendants' activities, as alleged herein, are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code §§ 17200, *et seq.*

17 81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
18 predicated on the violation of any state or federal law. All of the acts described herein as
19 violations of, among other things, the California Labor Code, are unlawful and in violation of
20 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
21 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
22 California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Pay Minimum Wages**

24 82. Defendants' failure to pay minimum wages, and other benefits in violation of the
25 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
26 Business & Professions Code §§ 17200, *et seq.*

27 **Failure to Pay Overtime Wages**

28 83. Defendants' failure to pay overtime compensation and other benefits in violation

of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

84. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

85. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

86. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Necessary Business Expenses

87. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

88. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

89. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

90. Plaintiff and the Class Members suffered monetary injury as a direct result of

1 Defendants' wrongful conduct.

2 91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
3 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
4 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived,
5 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff
6 and the Class are not obligated to establish individual knowledge of the wrongful practices of
7 Defendants in order to recover restitution.

8 92. Plaintiff, individually, and on behalf of members of the putative class, is further
9 entitled to and does seek a declaration that the above described business practices are unfair,
10 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
11 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
12 practices in the future.

13 93. Plaintiff, individually, and on behalf of members of the putative class, has no
14 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
15 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
16 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
17 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
18 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
19 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

20 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
21 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
22 withholdings.

23 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
24 and putative Class Members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of this complaint; a
26 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
27 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
28 1021.5 and other applicable laws; and an award of costs.



NINTH CAUSE OF ACTION

**(Against all Defendants for Civil Penalties Under the Private Attorneys General Act
of 2004, Cal. Lab. Code § 2698 et seq.)**

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

98. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

99. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On February 11, 2025, she gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1079253-25.

100. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

1 101. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
2 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
3 employing labor who willfully fails to maintain accurate and complete records required by
4 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
5 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
6 begins and ends each work period. Meal periods, and total hours worked daily shall also be
7 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
8 keep total hours worked in the payroll period and applicable rates of pay.

9 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods, and accurate records of the hours Plaintiff and
12 the Aggrieved Employees worked. Defendants' failure to provide and maintain records required
13 by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
14 ability to know, understand and question the accuracy and frequency of meal periods, and the
15 time they actually worked. Therefore, Plaintiff and the Aggrieved Employees had no way to
16 dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
17 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have
18 suffered and continue to suffer, substantial losses related to the use and enjoyment of such
19 wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
20 Defendants to fully perform its obligation under state law, all to their respective damage in
21 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
22 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
23 suffered an injury in that they were prevented from knowing, understanding, and disputing the
24 wage payments paid to them.

25 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
26 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved
27 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
28

1 to be shown according to proof at trial. These penalties are in addition to all other remedies
2 permitted by law.

3 104. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
4 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
8 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
9 follows:

10 **Class Certification**

11 1. That this action be certified as a class action with respect to the First, Second,
12 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

13 2. That Plaintiff be appointed as the representative of the Class; and

14 3. That counsel for Plaintiff be appointed as Class Counsel.

15 **As to the First Cause of Action**

16 4. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
18 minimum wages due;

19 5. For general unpaid wages as may be appropriate;

20 6. For pre-judgment interest on any unpaid compensation commencing from the date
21 such amounts were due;

22 7. For liquidated damages;

23 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code § 1194(a); and,

25 9. For such other and further relief as the Court may deem equitable and appropriate.

26 **As to the Second Cause of Action**

27 10. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

overtime wages due;

11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;



1 26. For general unpaid wages and reimbursement of business expenses as may be
2 appropriate;

3 27. For pre-judgment interest on any unpaid compensation commencing from the date
4 such amounts were due;

5 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

6 29. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Sixth Cause of Action

8 30. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
10 of termination of the employment;

11 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
12 employees who have left Defendants' employ;

13 32. For pre-judgment interest on any unpaid wages from the date such amounts were
14 due;

15 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

16 34. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Seventh Cause of Action

18 35. That the Court declare, adjudge and decree that Defendants violated the record
19 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
20 willfully failed to provide accurate itemized wage statements thereto;

21 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

22 37. For injunctive relief to ensure compliance with this section, pursuant to California
23 Labor Code § 226(h);

24 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

25 39. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Eighth Cause of Action

27 40. That the Court declare, adjudge and decree that Defendants violated California
28 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked

(including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including overtime, failure to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

47. For all actual, consequential and incidental losses, according to proof;

48. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

50. For any additional relief that the Court deems just and proper.

Dated: April 18, 2025

Respectfully submitted,

THE SENTINEL FIRM, APC

By:



Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff



DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 18, 2025

THE SENTINEL FIRM, APC

By:



Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF SAN DIEGO)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 355 S
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On April 18, 2025, I served the foregoing
8 document described as:

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

10 by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as follows:

11 ☒ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary
12 business practices. I am readily familiar with the practice of The Sentinel Law Firm, APC's
13 practice for collecting and processing correspondence for mailing. On the same day that
14 correspondence is placed for collection and mailing, it is deposited in the ordinary course
15 of business with the United States Postal Service, in a sealed envelope with postage fully
16 prepaid.

17 **Schor Vogelzang & Chung, LLP**
18 Attorneys for Defendant Vindra, Inc.
19 Celeste Leung (celeste@svclegal.com)
20 Lisa Hird Chung (lisa@svclegal.com)
21 Teona Darjanita (teona@svclegal.com)
22 2170 4th Ave, San Diego
23 CA 92101-2110

24 I declare under penalty of perjury under the laws of the State of California that the above is true
25 and correct.

26 Executed on April 18, 2025, at Los Angeles, California.

27 Karen Arellano

28 

Name

Signature