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Individually and on behalf of all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOSHUA JACOPETTI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

PROHEALTH HOME CARE, INC., a
California Corporation; MOHAMED
MARLEEN, an individual; and DOES 1 to
100, inclusive,

Defendants.

Case No. 25CV008923

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Failure to Pay Non-Productive Time
4. Meal Period Violations
5. Rest Period Violations
6. Wage Statement Violations
7. Waiting Time Penalties
8. Untimely Payment of Wages
9. Unfair Competition
10. Private Attorney’s General Act

DEMAND FOR JURY TRIAL

Plaintiff JOSHUA JACOPETTI (“Plaintiff”), on behalf of himself and all other similarly situated
employees, hereby files this First Amended Complaint against Defendants PROHEALTH HOME
CARE, INC., a California Corporation; MOHAMED MARLEEN, an individual; and DOES 1 to 100,

1 inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff
2 alleges the following:

3 **INTRODUCTION**

4 1. This is a class action and Private Attorney’s General Act (“PAGA”) lawsuit brought by
5 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, failure to pay non-
6 productive time, meal and rest period violations, wage statement violations, waiting time penalties,
7 untimely payment of wages, and unfair competition.

8 **JURISDICTION AND VENUE**

9 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
10 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
11 Labor Code, California Business and Professions Code, and Wage Order No. 5.

12 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
13 Defendants reside in Sacramento County and have designated Sacramento County as their address and
14 principal place of business, including its principal office, in filings Defendants submitted with the
15 California Secretary of State. In addition, some of the wrongful acts and violations of law asserted
16 herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
17 Sacramento County.

18 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 (“LWDA”) on approximately April 11, 2025. Plaintiff provided the facts and legal bases for his claims
23 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
24 of action. Plaintiff also submitted the \$75.00 filing fee. The April 11, 2025, notice was also sent via
25 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
26 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
27 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated
28 employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*

1 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
2 include, but is not limited to the following: All individuals who are working, or have worked, for
3 Defendants in California as per-visit employees, including, but not limited to, home health and hospice
4 registered nurses, licensed vocational nurses, home health aids, physical therapists, physician's
5 assistants, occupational therapists, certified occupational therapy assistants, or other similar job titles
6 compensated based on the number and/or type of patient visits completed from one April 11, 2024, to
7 the present.

8 **PARTIES**

9 5. JOSHUA JACOPETTI is an individual over the age of eighteen (18) and is a resident of
10 the State of California.

11 6. On information and belief, Plaintiff alleges PROHEALTH HOME CARE, INC., is now
12 and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator
13 of an industry, business and/or facility doing business in the State of California.

14 7. Plaintiff is informed and believes, and thereupon alleges, that MOHAMED MARLEEN
15 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
16 alleges that MOHAMED MARLEEN is an owner, director, officer, and/or managing agent of
17 PROHEALTH HOME CARE, INC., responsible for causing the violations outlined in the First through
18 Tenth causes of action. PROHEALTH HOME CARE, INC., identified MOHAMED MARLEEN as its
19 Chief Executive Officer during the time periods covered by the claims alleged herein. Plaintiff is
20 informed and believes that MOHAMED MARLEEN was responsible for creating and electing to
21 implement PROHEALTH HOME CARE, INC.'s, payroll and compensation policies and practices.
22 Plaintiff is informed and believes that MOHAMED MARLEEN was also aware of such policies and
23 practices and ratified them. As such MOHAMED MARLEEN is individually liable pursuant to
24 California Labor Code section 558.1.

25 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
26 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
27 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
28 names and capacities of these DOE Defendants when they are ascertained.

1 limitations, who were subjected to the policies and practices outlined in this Complaint.
2 As such, joinder of all members of the putative class is not practicable.

3 (b) Common Questions Predominate: Common questions of law and fact exist as to all
4 members of the putative class and predominate over questions that affect only individual
5 members of the class. These common questions of law and fact include, without
6 limitation, the following:

- 7 (1) Whether Defendants maintained accurate payroll records;
- 8 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
9 class members were not paid all overtime wages owed;
- 10 (3) Whether Defendants paid Plaintiff and putative class members for all hours
11 worked;
- 12 (4) Whether Defendants paid Plaintiff and putative class members for non-productive
13 time;
- 14 (5) Whether Defendants failed to pay meal and rest period premiums for meal and
15 rest period violations;
- 16 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
17 class members received all wages, due and owing, at the time of their termination
18 or separation; and
- 19 (7) Whether Defendants provided Plaintiff's and putative class members with wage
20 statements that complied with Labor Code section 226.

21 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
22 class. The putative class also sustained damages arising out of Defendants' common
23 course of conduct in violation of the law as complained of herein. Plaintiff and all
24 members of the putative class were paid via a piece rate compensation system that failed
25 to pay for all hours worked, did not pay overtime wages owed, failed to compensate for
26 all non-productive time, including rest breaks, failed to pay premium wages at the
27 appropriate regular rate of pay, failed to keep accurate records, and failed to provide meal
28 and rest breaks or pay premiums at the regular rate of pay. Additionally, Defendants

1 issued Plaintiff and all members of the putative class wage statements that did not comply
2 with Labor Code section 226. As a result, Plaintiff and each member of the putative class
3 will have suffered the same type of harm and seek the same type of recovery based on the
4 same legal theories.

5 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
6 putative class. For all relevant times, Plaintiff resided in California and worked for
7 Defendants in California. Moreover, Plaintiff is an adequate representative of the
8 putative class as Plaintiff has no interests that are adverse to those of putative class
9 members. Additionally, Plaintiff has retained counsel who has substantial experience in
10 complex civil litigation and wage and hour matters.

11 (e) Superiority: A class action is superior to other available means for the fair and efficient
12 adjudication of the controversy since individual joinder of all members of the putative
13 class is impracticable. Class action treatment will permit a larger number of similarly
14 situated persons to prosecute their common claims in a single forum simultaneously,
15 efficiently, and without the unnecessary duplication of effort and expense that numerous
16 individual actions would engender. Further, as damages suffered by each individual
17 member of the class may be relatively small, the expenses and burden of the individual
18 litigation would make it difficult or impossible for individual members of the class to
19 redress the wrongs done to them, and an important public interest will be served by
20 addressing the matter as a class action. The cost to the court system of adjudication of
21 such individualized litigation would be substantial. Individualized litigation would also
22 present the potential for inconsistent or contradictory judgments.

23 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the
24 management of this action that would preclude its maintenance as a class action.

25 **GENERAL ALLEGATIONS**

26 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully
27 set forth herein.

1 17. Plaintiff was employed by Defendants from April 2024 to October 31, 2024, as a per visit
2 employee, being compensated via piece rate based on the number and type of patient visits he
3 completed. Defendants provide home health services for patients and have offices in central and
4 northern California. Defendants primarily paid Plaintiff and similarly situated employees a flat amount
5 per visit type, maintaining a chart for each type of visit and the flat amount to be earned for completing
6 the visit. For example, Defendants paid Plaintiff and similarly situated employees \$25 per “Oasis
7 Transfer.”

8 18. Defendants did not pay Plaintiff and similarly situated employees for all hours worked.
9 Defendants did not keep track of the number of hours Plaintiff and similarly situated employees worked
10 in a day and did not keep records of any meal and/or rest periods. Plaintiff and similarly situated
11 employees did not have timecards to record their hours worked. Plaintiff and similarly situated
12 employees had to perform tasks that were not directly compensated by the per-task compensation
13 policies, *i.e.* regardless of the number of times or amount of times these tasks were performed, it would
14 not result in any compensation because it was outside of a pre-determined compensation task category.
15 For example, Defendants did not pay Plaintiff and similarly situated employees for time unrelated to
16 charting medical records or otherwise not directly related to patient care visits, including, but not limited
17 to, supplies, general employment issues and work supervision, etc. Additionally, there were several
18 tasks categories that would result in the failure to pay minimum wage when completed because the
19 amount paid would equate to less than the minimum wage based on the amount of time required to
20 perform the task. For example, travel required to drop off paperwork and/or materials for laboratory
21 testing could take up to an hour to complete, yet the piece compensation for this type of task was only
22 \$10 per instance.

23 19. Plaintiff and similarly situated employees worked over eight (8) hours per day and over
24 forty (40) hours per week performing paid tasks as well as unpaid tasks that are listed above. Defendants
25 did not pay Plaintiff and similarly situated employees for all hours worked which includes the time that
26 Plaintiff and Defendant spent on unpaid tasks at the direction of the Defendants. At times, Plaintiff and
27 similarly situated employees worked seven days per week. Defendants also maintained an on-call
28 system that resulted in texts, calls, and e-mails to Plaintiff and similarly situated employees throughout

1 the day Plaintiff and similarly situated employees at different times during the day, including after
2 business hours and on weekends, regarding work issues or patient issues. Defendants did not pay
3 Plaintiff and similarly situated employees for the time spent reading and responding to such texts,
4 emails, and phone calls, including overtime hours. Because Defendants did not keep track of
5 employees' hours worked, Plaintiff and similarly situated employees did not maintain a timecard, and
6 Plaintiff and similarly situated employees worked over eight (8) hours a day, Defendants failed to pay
7 overtime to Plaintiff and similarly situated employees.

8 20. Defendants did not pay Plaintiff and similarly situated employees overtime premiums.
9 Defendants did not pay Plaintiff and similarly situated employees for non-paid tasks, for off-the clock
10 work as explained above and for the time that they spent being on call and responding to texts, emails,
11 and calls. Defendants did not attempt to recalculate the regular rate of pay for any premium wages they
12 paid to employees, including sick leave, meal and rest period premiums and/or any overtime pay.

13 21. Moreover, Defendants failed to authorize and permit Plaintiff and similarly situated
14 employees to take meal periods in a timely manner, completely free from duty, and uninterrupted due to
15 the fast pace of the work, the number of patients to be seen, and the number of tasks to be performed.
16 Plaintiff and similarly situated employees regularly missed their meal periods, were unable to take
17 timely meal periods, and were interrupted for those meal periods they attempted. Similarly, Defendants
18 did not provide Plaintiff and similarly situated employees with a second meal period for shifts of more
19 than ten (10) hours, even where those shifts were in excess of twelve (12) hours. Because Defendants
20 paid Plaintiff and similarly situated employees on a piece rate basis and, therefore, Plaintiff and
21 similarly situated employees could only earn wages by continuing to work, any and all rest periods were
22 unpaid. Defendants did not provide any separate compensation outside of the per task compensation
23 policies for time spent on rest periods. Defendants did not pay Plaintiff and similarly situated
24 employees' all meal and/or rest period premiums owed for non-compliant meal and/or rest periods.

25 22. Defendants failed to provide Plaintiff and similarly situated employees with all their
26 earned sick pay. Because Defendants required Plaintiff and similarly situated employees to work off-
27 the-clock and did not pay them for unpaid tasks and hours spent on performing unpaid tasks, Plaintiff
28 and similarly situated employees did not accrue the appropriate amount of sick leave based on actual

1 hours worked. Also, Defendants failed to calculate the regular rate of pay for sick leave wages owed,
2 opting to pay a base hourly rate that did not account for any piece rate earnings over the same period.
3 This resulted in the failure to pay Plaintiff and similarly situated employees all sick leave wages they
4 would have otherwise been due and prevented Plaintiff and similarly situated employees from taking all
5 their earned sick days.

6 23. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
7 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages, the wage
8 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
9 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of
10 meal and rest period premiums owed, the total amount of rest and recovery periods, the rate of pay for
11 rest and recovery periods, gross wages earned for rest and recovery periods, total hours of non-
12 productive time, the rate of compensation for that non-productive time, and the gross wages paid for that
13 non-productive time, and the accurate total gross and net wages earned. In fact, no hourly rates were
14 stated, no hours worked were stated, and no piece rate or piece rate units earned were identified on the
15 wage statements. Defendants also failed to timely pay Plaintiff and similarly situated employees for
16 their earned wages. Defendants paid on a bi-weekly basis, but regularly paid employees more than
17 seven (7) calendar days after the close of the pay period.

18 24. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
19 for all regular and overtime hours worked, meal and rest period premiums, sick leave wages, rest and
20 recovery periods, and non-productive time, Defendants failed to provide all final wages owed to Plaintiff
21 and similarly situated employees within twenty-four (24) hours of their termination or seventy-two (72)
22 hours of their resignation. These amounts were not paid to similarly situated employees at the time of
23 their separation and remain unpaid to date.

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**
26 **FAILURE TO PAY OVERTIME WAGES**
27 **(As to all Defendants)**

28 25. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 24 as though fully
set forth herein.

THIRD CAUSE OF ACTION
FAILURE TO PAY NON-PRODUCTIVE TIME
(As to all Defendants)

34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully set forth herein.

35. Labor Code section 226.2 requires employers to separately compensate piece rate employees for rest and recovery periods as well as any other nonproductive time at rate that is the higher of an average hourly rate or the applicable minimum wage. Defendants completely failed to pay Plaintiff any compensation for rest and recovery periods and other non-productive time as outlined above.

36. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

38. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

39. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

40. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

41. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

42. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

43. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

46. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

47. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof. Defendants compensation system did not separately compensate Plaintiff and similarly situated employees for any rest periods, resulting in unpaid time spent during rest periods.

48. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

52. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked, their regular and/or overtime hourly rates as applicable, and the number of pieces earned and/or their value from their

1 paystubs alone. The lack of complete and accurate information caused Plaintiff and similarly situated
2 employees suffered confusion over whether they received all wages owed and they were prevented from
3 effectively challenging information on their wage statements.

4 53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
6 the extent pertinent as if set forth here in full.

7 **SEVENTH CAUSE OF ACTION**
8 **WAITING TIME PENALTIES**
9 **(As to all Defendants)**

10 54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully
11 set forth herein.

12 55. An employer must pay an employee who is terminated all unpaid wages immediately
13 upon termination. *See* Cal. Lab. Code § 201.

14 56. An employer must pay an employee who resigns all unpaid wages within seventy-two
15 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

16 57. Plaintiff and similarly situated employees did not receive all wages, including minimum
17 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
18 within the required time after their separation from employment.

19 58. An employer who willfully fails to pay an employee wages in accordance with California
20 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
21 days. *See* Cal. Lab. Code § 203.

22 59. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
23 their final wages when their employment terminated. Such conduct shows Defendants had knowledge
24 of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining
25 wages owed.

26 60. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
27 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
28 thirty (30) days for Defendants' failure to pay all wages due.

EIGHTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and similarly situated employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. Although Defendants paid on a biweekly system, it regularly issued paystubs to Plaintiff and similarly situated employees beyond seven (7) calendar days after the close of the pay period.

63. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to PROHEALTH HOME CARE, INC., and DOES 1 to 100)

64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

65. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

66. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, and paid sick leave during their employment or any time thereafter.

67. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

68. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.2, 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully set forth herein.

70. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code § 226.2 (Failure to Pay Non-Productive Time)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

71. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

72. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

73. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

d. Liquidated damages pursuant to California Labor Code section 1194.2;

4. As to the Third Cause of Action:

a. All wages earned and owing;

b. Interest, attorneys' fees, and costs pursuant to Labor Code section 218.5 and 218.6

5. As to the Fourth Cause of Action:

a. Wages in an amount to be proven at trial;

b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth Cause of Action:

a. Wages in an amount to be proven at trial;

b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

7. As to the Sixth Cause of Action:

a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

8. As to the Eighth Cause of Action:

a. For any initial violations, \$100 for each failure to pay each employee;

b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

1 9. As to the Tenth Cause of Action:

- 2 a. For civil penalties as provided in the Labor Code for each enumerated
3 violation;
- 4 b. For those Labor Code sections where there is no civil penalty provided for their
5 violation, the default penalty provided in Labor Code section 2699(f): for any
6 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
7 period; For any subsequent violation, two hundred dollars (\$200) for each
8 aggrieved employee per pay period;
- 9 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
10 For any other remedies as allowed by law and/or deemed appropriate by the Court;
- 11 10. For such other and further relief as this Court may deem just and proper,
12 including, but not limited to:
- 13 a. Wages as proved at trial;
- 14 b. Injunctive and Declaratory relief;
- 15 c. Attorney's fees and costs as provided for by law; and
- 16 d. Interest.

17
18 Dated: June 27, 2025

Shimoda & Rodriguez Law, PC

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