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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

08/12/2025

By: A. Gray Deputy

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

SE'AHNNA PATIENCE MCPPIPE, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

HEARTLAND CHILD & FAMILY SERVICES,
a California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 25CV009001

**FIRST AMENDED CLASS 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 §§ 510, 1194, and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 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 §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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1 Plaintiff Se-ahnna Patience McPipe (“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 Defendants Heartland Child & Family Services,
6 and Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure
10 to timely pay all wages to terminated employees, failure to indemnify necessary business expenses,
11 and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
13 action on behalf of herself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
15 Class consists of Plaintiff and all other persons who have been employed by any Defendants in
16 California as an hourly-paid, non-exempt employee during the statute of limitations period
17 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 hourly-paid, non-exempt employees of
21 Defendants who worked in California during the applicable statute of limitations period (hereinafter
22 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 Sacramento County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants maintained
2 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 failing
9 to pay an additional hour's pay for each workday a meal period violation
10 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 for each workday a rest
14 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 the
18 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 were
27 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

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants as a behavioral specialist in the County of Sacramento, State of California from approximately June 2023 to August 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.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

- (a) Business entities with their principal places of business in Sacramento, California.
- (b) Business entities conducting business in numerous counties throughout the State of California, including in Sacramento County; and
- (c) The former employers of Plaintiff, and the current and/or former employers of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff, the Class, and the Aggrieved Employees.

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

1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
3 amend this complaint to set forth the true names and capacities of these Defendants when they
4 have been ascertained, together with appropriate charging allegations, as may be necessary.

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

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

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

23 14. Plaintiff is a California resident who worked for Defendants in the County of
24 Sacramento, State of California during the statutory period. During the statutory time period,
25 Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to
26 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

27 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
28 worked (including minimum wages and overtime wages), failed to provide Plaintiff with

1 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
2 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
3 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
4 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
5 Defendants was typical and illustrative.

6 16. Throughout the statutory period, Defendants maintained a policy and practice of not
7 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
8 overtime wages. Defendants regularly use a system of time rounding in a manner that resulted,
9 over a period of time, in failing to compensate Plaintiff, the Class, and the Aggrieved Employees
10 properly for all the time they have actually worked, even though the realities of Defendants'
11 operations are such that it is possible, practical, and feasible to count and pay for work time to the
12 minute. Also, throughout the statutory period, Plaintiff, the Class, and the Aggrieved Employees
13 were required to work off-the-clock, and uncompensated. For example, Plaintiff, the Class, and
14 the Aggrieved Employees were required to perform various activities while off the clock, such as
15 coordinate with school therapists, confirm appointments with parents of clients, perform
16 emergency interventions with clients with legal issues, communicating and checking in with clients
17 and families, finish service notes, cleaning, outreach events at various organizations, and the use
18 of cellular telephones for work purposes while off the clock to communicate. Also, Plaintiff, the
19 Class, and the Aggrieved Employees were not compensated for on-call and stand-by times, and
20 were required to carry and answer the cellular telephone during meal breaks, and were sometimes
21 actually interrupted during meal breaks, without compensation. Also, throughout the statutory
22 period, Plaintiff, the Class, and the Aggrieved Employees received nondiscretionary bonuses and
23 other remuneration. However, Defendants failed to incorporate all remuneration when calculating
24 the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading
25 to underpayment.

26 17. Throughout the statutory period, Defendants have wrongfully failed to provide
27 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
28 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees

1 to work in excess of five consecutive hours a day without providing 30-minute, continuous and
2 uninterrupted, duty-free meal period for every five hours of work, or without compensating
3 Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the
4 end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform
5 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of
6 the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
7 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff, the
8 Class, and the Aggrieved Employees in compliance with California law.

9 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
10 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
11 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
12 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
13 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours
14 of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the
15 Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did
16 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a
17 rest period. Moreover, Defendants did not have adequate policies or practices permitting or
18 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants
19 have adequate policies or practices regarding the timing of rest periods. Defendants also did not
20 have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved
21 Employees were taking their required rest periods. Further, Defendants did not maintain accurate
22 records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the
23 Class, and the Aggrieved Employees took rest periods during the middle of each work period.
24 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class,
25 and the Aggrieved Employees to take rest periods in compliance with California law.

26 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
27 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
28 duties for Defendants without reimbursement, such as the use of personal cellular telephones and

1 personal vehicles for work purposes, and the purchase of various items such home office items
2 (home internet, office supplies, office furniture, printer, paper, ink cartridges, white boards,
3 markers and pens, and other various items), toys, and cleaning materials.

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

9 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
10 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
11 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
12 earned for hours worked, correct overtime hours worked, correct wages for meal periods that were
13 not provided in accordance with California law, correct wages for rest periods that were not
14 authorized and permitted to take in accordance with California law, and Defendants' address).
15 Further, the wage statements do not show Defendants' address as required by California law. As
16 a result of these violations of California Labor Code § 226(a), Plaintiff, the Class, and the
17 Aggrieved Employees suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum wages, overtime wages, meal period premium wages, rest period
20 premium wages, and reimbursement for business expenses to which they
21 were entitled, even though they were entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 overtime, meal period premium, and rest period premium wages, even
24 though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid minimum,
26 overtime, meal period premium, and rest period premium wages at the
27 correct California rate, even though they were;
- 28

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

19 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
20 California Labor Code § 226(e), including actual damages.

21 **CLASS ACTION ALLEGATIONS**

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

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

27 24. The proposed Class consists of and is defined as:
28

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

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

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

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

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

16 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
17 the interests of each Class Member with whom there is a shared, well-
18 defined community of interest, and Plaintiff's claims (or defenses, if any)
19 are typical of all Class Members' claims as demonstrated herein.

20 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
21 the interests of each Class Member with whom there is a shared, well-
22 defined community of interest and typicality of claims, as demonstrated
23 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
24 Member. Plaintiff's attorneys, the proposed Class Counsel, are versed in the
25 rules governing class action discovery, certification, and settlement.
26 Plaintiff has incurred, and throughout the duration of this action will
27 continue to incur, costs and attorneys' fees that have been, are, and will be
28 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 references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200, *et. seq.*, as a result of their illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (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 of the Class 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. 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 the foregoing paragraphs of 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 California Labor Code § 1194 and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

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

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

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

10 37. By failing to keep adequate time records required by California Labor Code §
11 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
12 compensation due Plaintiff and the Class.

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

15 39. For Defendants' failure to pay wages less than the minimum fixed, Plaintiff and the
16 Class she represents are also entitled to statutory penalties pursuant to California Labor Code §
17 1197.1(a) for \$100 per employee for each initial pay period in which a violation occurs and \$250
18 per employee for each violation in a subsequent pay period.

19 40. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. Throughout the statute of limitations period applicable to
21 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
22 by law, including minimum wages. However, during all such times, Defendants systematically
23 failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages
24 twice a month. Accordingly, Plaintiff and the Class she represents are also entitled to statutory
25 penalties pursuant to California Labor Code § 210(a) for \$100 per employee for each initial pay
26 period in which a violation occurs, and \$200 per employee for each violation in a subsequent pay
27 period plus 25% of the amount unlawfully withheld.
28

41. 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)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

43. 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.

44. 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.

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

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

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

48. 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 overtime compensation

1 due to Plaintiff and the Class.

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

6 50. For Defendants' failure to pay wages less than the minimum fixed, Plaintiff and the
7 Class she represents are entitled to statutory penalties pursuant to California Labor Code §
8 1197.1(a) for \$100 per employee for each initial pay period in which a violation occurs and \$250
9 per employee for each violation in a subsequent pay period.

10 51. California Labor Code § 204 requires employers to provide employees with all
11 wages due and payable twice a month. The applicable Wage Orders also provide that every
12 employer shall pay to each employee, on the established payday for the period involved, overtime
13 wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff
14 and the Class with all compensation due, in violation of California Labor Code § 204. Accordingly,
15 Plaintiff and the Class she represents are also entitled to statutory penalties pursuant to California
16 Labor Code § 210(a) for \$100 per employee for each initial pay period in which a violation occurs,
17 and \$200 per employee for each violation in a subsequent pay period plus 25% of the amount
18 unlawfully withheld.

19 **THIRD CAUSE OF ACTION**

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

21 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
22 foregoing paragraphs of this Complaint.

23 53. Under California law, Defendants have an affirmative obligation to relieve Plaintiff
24 and the Class of all duty in order to take their first daily meal periods no later than the start of
25 Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal periods no
26 later than the start of the eleventh hour of work in the workday. California Labor Code § 512 and
27 Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods
28 of at least 30 minutes for each five-hour period worked. It is a violation of California Labor Code

1 § 226.7 for an employer to require any employee to work during any meal period mandated under
2 any Wage Order.

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

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

12 56. Plaintiff and the Class she represents are also entitled to statutory penalties pursuant
13 to California Labor Code § 558(a) for \$50 per employee for each initial pay period in which a
14 violation occurs and \$100 per employee for each violation in a subsequent pay period.

15 **FOURTH CAUSE OF ACTION**

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

17 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
18 foregoing paragraphs of this Complaint.

19 58. Defendants are required by California law to authorize and permit breaks of 10
20 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
21 two hours). California Labor Code § 512 and the applicable Wage Orders require that the employer
22 permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour
23 period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the
24 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
25 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
26 an employer to require any employee to work during any rest period mandated under any Wage
27 Order.
28

1 59. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
2 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.
3 By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above
4 (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
5 rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and
6 the applicable Wage Orders.

7 60. Under California law, Plaintiff and the Class are entitled to be paid one hour of
8 premium wages rate for each workday he or she was not provided with all required rest break(s),
9 plus interest thereon.

10 61. Plaintiff and the Class she represents are also entitled to statutory penalties pursuant
11 to California Labor Code § 558(a) for \$50 per employee for each initial pay period in which a
12 violation occurs and \$100 per employee for each violation in a subsequent pay period.

13 **FIFTH CAUSE OF ACTION**

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

15 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
16 foregoing paragraphs of this Complaint.

17 63. Defendants violated California Labor Code § 2802 and the applicable IWC Wage
18 Orders, by failing to pay and indemnify Plaintiff and the Class for their necessary expenditures and
19 losses incurred in direct consequence of the discharge of their duties or of their obedience to
20 directions of Defendants.

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

23 65. Plaintiff and the Class she represents are entitled to attorney's fees, expenses, and
24 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor
25 Code § 2802(b).

26 66. Plaintiff and the Class she represents are also entitled to statutory penalties pursuant
27 to California Labor Code §§ 1197.1(a) and 2802(d) for \$100 per employee for each initial pay
28

1 period in which a violation occurs and \$250 per employee for each violation in a subsequent pay
2 period.

3 **SIXTH CAUSE OF ACTION**

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

6 67. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
7 foregoing paragraphs of this Complaint.

8 68. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
9 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
10 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
11 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
12 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
13 which case the employee is entitled to his or her wages at the time of quitting.

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

20 70. Defendants' failure to pay Plaintiff and those Class Members who are no longer
21 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-
22 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§
23 201 and 202.

24 71. California Labor Code § 203 provides that if an employer willfully fails to pay
25 wages owed, in accordance with California Labor Code §§ 201 and 202, then the wages of the
26 employee shall continue as a penalty wage from the due date, and at the same rate until paid or
27 until an action is commenced; but the wages shall not continue for more than thirty (30) days.
28

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

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

SEVENTH CAUSE OF ACTION

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

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein the foregoing paragraphs of this Complaint.

75. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 (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.

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

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

1 78. Specifically, Plaintiff and the members of the Class have been injured by
2 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both
3 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
4 statements under California Labor Code § 226(a).

5 79. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
6 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
7 a result of having to bring this action to attempt to obtain correct wage information following
8 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
9 laws and regulations.

10 80. California Labor Code § 226(e)(1) provides that for Defendants' failure to comply
11 with California Labor Code § 226(a), Plaintiff and the Class are entitled to recover from
12 Defendants the greater of all their actual damages or \$50 per employee for the initial pay period in
13 which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not
14 to exceed an aggregate penalty of \$4,000, and are entitled to an award of costs and reasonable
15 attorney's fees.

16 81. California Labor Code § 226.3 provides that any employee who violates Section
17 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an
18 initial citation and \$1,000 per employee for each violation in a subsequent citation. These civil
19 penalties are in addition to any other penalty provided by law.

20 82. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
21 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code
22 § 226(h).

23 **EIGHTH CAUSE OF ACTION**

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

26 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
27 foregoing paragraphs of this Complaint.

28 84. Defendants, and each of them, are "persons" as defined under California Business

1 & Professions Code § 17201.

2 85. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks
4 to enforce important rights affecting the public interest within the meaning of California Code of
5 Civil Procedure § 1021.5.

6 86. Defendants' activities, as alleged herein, are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business & Professions
8 Code §§ 17200, *et seq.*

9 87. A violation of California Business & Professions Code §§ 17200, *et seq.*, may be
10 predicated on the violation of any state or federal law. All of the acts described herein as violations
11 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
12 and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby
13 constitute unfair, unlawful, and/or fraudulent business practices in violation of California Business
14 & Professions Code §§ 17200, *et seq.*

15 **Failure to Pay Minimum Wages**

16 88. Defendants' failure to pay minimum wages, and other benefits in violation of the
17 California Labor Code and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
18 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
19 17200, *et seq.*

20 **Failure to Pay Overtime Wages**

21 89. Defendants' failure to pay overtime compensation and other benefits in violation of
22 California Labor Code §§ 510, 1194, and 1198, as alleged above, constitutes unfair, unlawful,
23 and/or fraudulent activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

24 **Failure to Maintain Accurate Records of All Hours Worked**

25 90. Defendants' failure to maintain accurate records of all hours worked in accordance
26 with California Labor Code § 1174.5 and the applicable IWC Wage Orders, as alleged above,
27 constitutes unfair, unlawful, and/or fraudulent activity prohibited by California Business &
28 Professions Code §§ 17200, *et seq.*

1 **Failure to Provide Meal Periods**

2 91. Defendants' failure to provide meal periods in accordance with California Labor
3 Code §§ 226.7 and 512, and the applicable IWC Wage Orders, as alleged above, constitutes unfair,
4 unlawful, and/or fraudulent activity prohibited by California Business & Professions Code §§
5 17200, *et seq.*

6 **Failure to Authorize and Permit Rest Periods**

7 92. Defendants' failure to authorize and permit rest periods in accordance with
8 California Labor Code § 226.7 and the applicable IWC Wage Orders, as alleged above, constitutes
9 unfair, unlawful, and/or fraudulent activity prohibited by California Business & Professions Code
10 §§ 17200, *et seq.*

11 **Failure to Indemnify Necessary Business Expenses**

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

16 **Failure to Provide Accurate Itemized Wage Statements**

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

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

24 96. Plaintiff and the Class Members suffered monetary injury as a direct result of
25 Defendants' wrongful conduct.

26 97. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
27 to, and does, seek such relief as may be necessary to disgorge money and/or property which
28 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by

1 means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff and
2 the Class are not obligated to establish individual knowledge of the wrongful practices of
3 Defendants in order to recover restitution.

4 98. Plaintiff, individually, and on behalf of members of the putative Class, is further
5 entitled to, and does, seek a declaration that the above-described business practices are unfair,
6 unlawful, and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
7 engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in
8 the future.

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

16 100. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
17 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
18 withholdings.

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

25 **NINTH CAUSE OF ACTION**

26 **(Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
27 **2004, Cal. Lab. Code §§ 2698, *et seq.*)**

28 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein the

1 foregoing paragraphs of this Complaint.

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

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

12 105. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code
13 § 2699.3. On April 13, 2025, she gave written notice by online filing to the Labor and Workforce
14 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
15 Code that Defendants have violated against Plaintiff and certain current and former Aggrieved
16 Employees, including the facts and theories to support the violations. Plaintiff also paid the filing
17 fee. Plaintiff’s PAGA case number is LWDA-CM-1091956-25.

18 106. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
19 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
20 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
21 recover penalties under California Labor Code § 2699, pursuant to California Labor Code § 2699.3,
22 for the violations of the Labor Code described in this Complaint. These penalties include, without
23 limitation, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

24 107. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
25 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
26 employing labor who willfully fails to maintain accurate and complete records required by California
27 Labor Code § 1174 is subject to a penalty under California Labor Code § 1174.5. Pursuant to the
28 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the

1 employee begins and ends each work period. Meal periods and total hours worked daily shall also
2 be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
3 keep total hours worked in the payroll period and applicable rates of pay.

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

18 109. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
19 civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees of
20 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
21 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

22 110. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant
23 to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall
24 be entitled to an award of reasonable attorney's fees and costs."

25 **PRAYER FOR RELIEF**

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

28 ///

1 Class Certification

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

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

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

6 As to the First Cause of Action

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

10 5. For general unpaid wages as may be appropriate including minimum, straight time,
11 regular rate, and/or vacation pay;

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

14 7. For liquidated damages in the amount of unpaid wages pursuant to California Labor
15 Code § 1194.2(a);

16 8. For statutory penalties pursuant to California Labor Code §§ 210(a) and 1197.1(a);

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

19 10. For Plaintiff's individual claim, an award to Plaintiff of damages for the amounts of
20 unpaid minimum wage compensation with interest thereon, liquidated damages, and statutory
21 penalties, in the amounts according to proof at trial, but not less than \$23,687.50 in minimum wage
22 compensation, not less than \$4,737.50 in interest, not less than \$23,687.50 in liquidated damages,
23 not less than \$11,421.88 in statutory penalties pursuant to California Labor Code § 210(a), and not
24 less than \$6,850.00 in statutory penalties pursuant to California Labor Code § 1197.1(a); and

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

26 As to the Second Cause of Action

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

overtime wages due;

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

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

15. For statutory penalties pursuant to California Labor Code §§ 210(a) and 1197.1(a);

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

17. For Plaintiff's individual claim, an award to Plaintiff of damages for the amounts of overtime compensation with interest thereon, and statutory penalties, in the amounts according to proof at trial, but not less than \$35,535.04 in overtime compensation, not less than \$7,107.01 in interest, not less than \$41,035.04 in statutory penalties pursuant to California Labor Code § 210(a), and not less than \$6,850.00 in statutory penalties pursuant to California Labor Code § 1197.1(a); and

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

As to the Third Cause of Action

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

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

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

22. For statutory penalties pursuant to California Labor Code § 558;

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

24. For Plaintiff's individual claim, an award to Plaintiff of, without limitation, one hour's pay per workday involving failure to observe meal periods pursuant to California Labor Code § 226.7 and Sections 10 and 11 of the applicable Wage Orders and for interest thereon, in amounts according to proof at trial, but not less than \$8,906.25 in meal period premiums and not less than \$1,246.88 in interest;

1 25. For Plaintiff's individual claim, an award to Plaintiff of, without limitation,
2 statutory penalties pursuant to California Labor Code § 558, in an amount according to proof at
3 trial, but not less than \$2,750.00; and

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

5 As to the Fourth Cause of Action

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

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

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

11 30. For statutory penalties pursuant to California Labor Code § 558;

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

14 32. For Plaintiff's individual claim, an award to Plaintiff of, without limitation, one
15 hour's pay per workday involving failure to observe rest periods pursuant to California Labor Code
16 § 226.7 and Sections 10 and 11 of the applicable Wage Orders and for interest thereon, in amounts
17 according to proof at trial, but not less than \$8,906.25 in rest period premiums and not less than
18 \$1,246.88 in interest;

19 33. For Plaintiff's individual claim, an award to Plaintiff of, without limitation,
20 statutory penalties pursuant to California Labor Code § 558, in an amount according to proof at
21 trial, but not less than \$2,750.00; and

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

23 As to the Fifth Cause of Action

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

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

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

3 38. For statutory penalties pursuant to California Labor Code §§ 1197.1(a) and 2802(d);

4 39. For reasonable attorneys' fees and for costs of suit incurred herein;

5 40. For Plaintiff's individual claim, an award to Plaintiff of, without limitation,
6 reimbursement of business expenses pursuant to California Labor Code § 2802 and for interest
7 thereon, in amounts according to proof at trial, but not less than \$2,070.00 in reimbursements and
8 not less than \$414.00 in interest;

9 41. For Plaintiff's individual claim, an award to Plaintiff of, without limitation,
10 statutory penalties pursuant to California Labor Code §§ 1197.1(a) and 2802(d), in an amount
11 according to proof at trial, but not less than \$6,850.00; and

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

13 As to the Sixth Cause of Action

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

17 44. For statutory wage penalties pursuant to California Labor Code § 203 for former
18 employees who have left Defendants' employ;

19 45. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due;

21 46. For reasonable attorneys' fees and for costs of suit incurred herein;

22 47. For Plaintiff's individual claim, an award to Plaintiff of, without limitation, waiting
23 time penalties pursuant to California Labor Code § 203 and for interest thereon, in amounts
24 according to proof at trial, but not less than \$7,500.00 in waiting time penalties and not less than
25 \$1,500.00 in interest; and

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

27 ///

28 ///

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

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

53. For Plaintiff's individual claim, Plaintiff is entitled pursuant to California Labor Code § 226(e) to recover the greater of actual damages or \$50 for the initial pay period and \$100 for each subsequent pay period in which inadequate records were maintained and/or provided up to a maximum of \$4,000; therefore, Plaintiff is entitled to, without limitation, wage statement penalties in an amount according to proof at trial, but not less than \$2,750.00;

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

56. That the Court declare, adjudge, and decree that Defendants violated California 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, 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;

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

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

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

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

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

11 As to the Ninth Cause of Action

12 62. That the Court declare, adjudge, and decree that Defendants violated the California
13 Labor Code by failing to pay all wages owed, including minimum, straight time, regular, overtime
14 double time, sick pay, and/or vacation pay wages, failing to provide meal periods, failing to maintain
15 accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse
16 necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate
17 wage statements;

18 63. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all other
19 applicable California Labor Code provisions, on behalf of Plaintiff, the State of California, and all
20 Aggrieved Employees;

21 64. Pre-judgment and post-judgment interest at the maximum rate allowed;

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

24 66. Injunctive and declaratory relief to the extent allowed by PAGA;

25 67. For Plaintiff's individual claim, Plaintiff is entitled pursuant to California Labor
26 Code § 2699, without limitation, to \$100 for the initial pay period and \$200 for each subsequent
27 pay period in which Defendant committed a Labor Code violation; therefore, Plaintiff is entitled
28

1 to, without limitation, PAGA penalties in an amount according to proof at trial, but not less than
2 \$5,500.00; and

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

4 As to All Causes of Action

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

7 Dated: August 12, 2025

Respectfully submitted,

8 MOON LAW GROUP, PC

9
10 By: 

Kane Moon

11 Allen Feghali

Charlotte Mikat-Stevens

12 *Attorneys for Plaintiff*

13 **DEMAND FOR JURY TRIAL**

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

15
16 Dated: August 12, 2025

MOON LAW GROUP, PC

17
18 By: 

Kane Moon

19 Allen Feghali

Charlotte Mikat-Stevens

20 *Attorneys for Plaintiff*

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **August 12, 2025**, I served the foregoing document described as:

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

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 **Jeffrey Wilkinson**
811 Grand Avenue, Suite D
Sacramento, CA 95838
12 *Agent of Service of Process for defendant*
Heartland Child & Family Services

13 [☒] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
14 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s
15 practice of collection and processing correspondence for mailing. Under that practice it would
16 be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los
17 Angeles, California in the ordinary course of business. I am aware that on motion of the party
18 served, service is presumed invalid if postal cancellation date or postage meter date is more than
19 one day after date of deposit for mailing in affidavit.

20 X (State) I declare under penalty of perjury under the laws of the State of California
21 that the above is true and correct.

22 Executed on **August 12, 2025**, at Los Angeles, California.

23 Helena Maa
24 Name

25 /s/ Helena Maa
26 Signature