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ELECTRONICALLY FILED
Superior Court of California,
County of El Dorado
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By: Katrina Abuzov, Deputy Clerk

7 Attorneys for Plaintiff TRINADY L PALMER,
8 individually and on behalf of all others similarly situated

9 **IN THE OF CALIFORNIA**

10 **COUNTY OF EL DORADO**

11
12 TRINADY L PALMER, individually and on
behalf of all others similarly situated,

13 Plaintiff(s),

14
15 v.

16 GLADIOLUS HOLDINGS, LLC dba THE
17 PINES AT PLACERVILLE HEALTHCARE
CENTER; and DOES 1 through 100,

18 Defendant(s).
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Case No. 25CV2035

CLASS ACTION COMPLAINT

1. Failure to Provide Complaint Meal Periods
2. Failure to Provide Complaint Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay for All Overtime Owed
5. Failure to Pay to Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Underpayment of Sick Time Pay
9. Violation of Unfair Competition law
10. Private Attorneys General Act

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25 **RELEVANT PARTIES**

26 1. Plaintiff Trinady L Palmer ("Plaintiff") is an adult resident of El Dorado County, California,
27 and was at all times relevant residing in El Dorado County, California.

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2. Defendant Gladiolus Holdings, LLC, dba The Pines at Placerville Healthcare Center (“Defendant”) is a California Limited Liability Company with its principal place of business located in El Dorado County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

4. This action is properly filed in El Dorado County because the acts and omissions that give rise to Plaintiff’s claims took place in El Dorado County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged herein occurred in El Dorado County, California and Plaintiff suffered damages from such conduct within El Dorado County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiff was Defendants’ employee.

7. Plaintiff was employed by Defendants from approximately January 2024 until November 1, 2024.

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1 8. Defendants failed to provide Plaintiff with compliant meal breaks because Defendant
2 regularly failed to provide Plaintiff with uninterrupted meal periods as required by California law.
3 Despite not being provided with compliant meal breaks, Defendant did not pay premium pay for these
4 missed breaks at Plaintiff's regular rate of pay.

5 9. Defendants failed to provide Plaintiff with compliant rest breaks Defendants regularly failed
6 to provide Plaintiff with uninterrupted rest periods as required by California law. Despite not being
7 provided with compliant rest breaks, Defendants did not pay premium pay for these missed breaks at
8 Plaintiff's regular rate of pay.

9 10. Defendants failed to pay Plaintiff for all hours worked, including but not limited to, all hours
10 Plaintiff was subject to the control of Defendants while off-the-clock and therefore did not receive
11 minimum wage for each hour worked.

12 11. Defendants failed to pay Plaintiff all overtime owed Plaintiff periodically worked hours that
13 entitled her to overtime compensation under the law but was not fully compensated for those hours.

14 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
15 underpaid Plaintiff's overtime / premium pay / sick pay. Specifically, Defendants did not include all
16 non-discretionary pay that Plaintiff earned when calculating Plaintiff's regular rate of pay.

17 13. Plaintiff was required to purchase various tools and materials, including thermometers, blood
18 pressure cuffs, and protective gear, in order to perform her work duties, but Defendants did not
19 reimburse Plaintiff for these expenses.

20 14. Defendant's employment records reflect that Plaintiff accrued paid sick leave during her
21 employment and, as of her final pay period, had utilized 55 hours of sick leave and had 1 hour of sick
22 leave remaining available.

23 15. The records also show that during the August 18–31, 2024 pay period, Defendant designated
24 8 hours of Plaintiff's time off as "Unpaid Time" despite Plaintiff having accrued sick leave available
25 at that time.

26 16. This discrepancy raises a reasonable inference that Defendant denied Plaintiff's use of accrued
27 paid sick leave, instead compelling her to take unpaid time off when she was entitled to be paid under
28 Labor Code § 246.

1 17. Plaintiff is informed and believes, and thereon alleges, that Defendant maintained a uniform
2 policy or practice of misclassifying qualifying sick leave as unpaid time, or otherwise failing to notify
3 or allow employees to use available sick leave in accordance with California law.

4 18. Defendants failed to provide Plaintiff with accurate wage statements because the wage
5 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among other
6 things.

7 19. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
8 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
9 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

10 20. The applicable Wage Order provides that "[a]ll working employees shall be provided with
11 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
12 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
13 work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity
14 to the work area and employees shall be permitted to use such seats when it does not interfere with
15 the performance of their duties."

16 21. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
17 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the Aggrieved
18 Employees should have been provided with seats for use while not actively performing their work
19 duties, but such seating was not provided.

20 **CLASS ACTION ALLEGATIONS**

21 22. The class is defined as the following: "All non-exempt employees who worked for Defendants
22 in California as from four years prior to filing the case to the date of certification or judgment,
23 whichever is earlier."

24 23. There is a well-defined community of interest in the litigation and the proposed class is
25 ascertainable from Defendants' employment records.

- 26 a. Numerosity: The members of the class as defined are so numerous that joinder of all
27 class members is impracticable.

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- b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code and IWC Wage Orders.
- c. Typicality: Plaintiff's claims are typical of the claims of the class. Plaintiff was subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.
- d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understand the obligations as a class representative and is willing and able to fulfill them. Plaintiff's counsel is competent and experienced in litigating employment class actions and complex litigation matters like this.
- e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.
- f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

24. There are common questions of law and fact including but not limited to:

- a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor code sections 510, 558 and 1194;
- b. Whether Defendants violated Labor Code sections 510 and 1194 for not paying at least the minimum wage for work off the clock;
- c. Whether Defendants violated Labor Code section 512 and Wage Order 5 by not providing lawful meal and rest breaks;
- d. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;
- e. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;

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- 1 f. Whether Defendants violated Labor Code section 2802 for not reimbursing for work-
2 related expenses;
3 g. Whether Defendants engaged in unfair competition; and
4 h. The amount of damages, wages, and penalties owed to Plaintiff and the class.

5 **PAGA ALLEGATIONS**

6 25. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for
7 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
8 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action
9 brought by an aggrieved employee on behalf of himself or herself and other current or former
10 employees pursuant to the procedures outlined in Labor Code section 2699.3.

11 26. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
12 under PAGA after the following requirement have been met:

13 27. The aggrieved employee has provided written notice by online filing to the LWDA and by
14 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
15 Labor Code alleged to have been violated, including the facts and theories to support the alleged
16 violations; and

17 28. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
18 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
19 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65
20 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence
21 a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other
22 penalties to which the employee may be entitled.

23 29. On July 9, 2025, Plaintiff provided written notice by online filing to the LWDA and by
24 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
25 by Defendants, including the facts and theories to support the alleged violations.

26 30. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with
27 written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiff will seek
28 PAGA Penalties on behalf of all Aggrieved Employees.

31. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to July 9, 2025, through final disposition of this action.”

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

32. Plaintiff incorporates by reference the paragraphs above.

33. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes”.

34. An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

35. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. (*Brinker*, supra).

36. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

37. For each day that Defendants failed to provide Plaintiff with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

38. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal break was missed.

39. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 40. Plaintiff incorporates by reference the paragraphs above.

5 41. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
6 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
7 per four hours or major fraction thereof.

8 42. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
10 5th 257, 269 (2016)).

11 43. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

12 44. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
15 11 Cal. 5th 858 (2021)).

16 45. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
17 break was missed.

18 46. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest, penalties,
19 attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay for All Hours Worked**

22 **By Plaintiff Against All Defendants**

23 47. Plaintiff incorporates by reference the paragraphs above.

24 48. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
26 40 hours in a workweek.

27 49. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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1 50. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 51. Plaintiff incorporates by reference the paragraphs above.

7 52. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 53. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 54. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Reimburse Work-Related Expenses**

16 **By Plaintiff Against All Defendants**

17 55. Plaintiff incorporates by reference the paragraphs above.

18 56. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the employee's
20 discharge of his or her duties.

21 57. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

22 58. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
23 attorney fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Wage Statement Penalties**

26 **By Plaintiff Against All Defendants**

27 59. Plaintiff incorporates by reference the paragraphs above.

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1 60. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 61. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and
6 incomplete.

7 62. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff
9 in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 63. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 64. Plaintiff incorporates by reference the paragraphs above.

16 65. Labor Code sections 201 and 202 require that an employer provide an employee with all wages
17 due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's
18 resignation.

19 66. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 67. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the conclusion
24 of employment.

25 68. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Underpayment of Sick Time Pay**

3 **By Plaintiff and the Class Against All Defendants**

4 69. Plaintiff incorporates by reference the paragraphs above as though fully set forth here.

5 70. Labor Code section 246 requires employers such as Defendants to provide employees a
6 minimum of 3 days or 24 hours of paid sick leave per year. This leave is required to be paid at the
7 employee's regular rate of pay, regardless of whether the employee actually worked any overtime
8 hours during that pay period.

9 71. An employees' "regular rate of pay" is modified by any bonuses, commissions, or other non-
10 discretionary pay.

11 72. Pursuant to Labor Code section 233, an employer must permit their employees to use accrued
12 sick leave, in compliant with Labor Code section 246.5, at that employee's regular rate of pay.

13 73. Pursuant to Labor Code section 246, an employee is entitled to receive sick pay wages for the
14 use of accrued sick leave as set forth in Labor Code section 246.5.

15 74. An employee's right to receive sick pay wages is vested at the time the employee utilizes sick
16 leave, rather than at a later point in time.

17 75. Pursuant to Labor Code sections 218 and 233, employees may sue to recover underpaid sick
18 pay wages as damages.

19 76. Defendant's employment records reflect that Plaintiff accrued paid sick leave during her
20 employment and, as of her final pay period, had utilized 55 hours of sick leave and had 1 hour of sick
21 leave remaining available.

22 77. The records also show that during the August 18–31, 2024 pay period, Defendant designated
23 8 hours of Plaintiff's time off as "Unpaid Time" despite Plaintiff having accrued sick leave available
24 at that time.

25 78. This discrepancy raises a reasonable inference that Defendant denied Plaintiff's use of accrued
26 paid sick leave, instead compelling her to take unpaid time off when she was entitled to be paid under
27 Labor Code § 246.

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1 79. Plaintiff is informed and believes, and thereon alleges, that Defendant maintained a uniform
2 policy or practice of misclassifying qualifying sick leave as unpaid time, or otherwise failing to notify
3 or allow employees to use available sick leave in accordance with California law.

4 80. As a result, Plaintiff and the members of the proposed class were deprived of paid sick leave
5 to which they were legally entitled, and suffered economic harm in the form of unpaid wages, as well
6 as derivative violations of California's wage statement and waiting time penalty provisions.

7 81. Defendant's failure to allow the use of accrued paid sick leave, and its misdesignation of
8 qualifying absences as unpaid time, constitutes a violation of California Labor Code § 246 and the
9 applicable Industrial Welfare Commission Wage Orders.

10 **NINTH CAUSE OF ACTION**

11 **Violation of Unfair Competition Law**

12 **By Plaintiff Against All Defendants**

13 82. Plaintiff incorporates by reference the paragraphs above.

14 83. Defendants' conduct described herein constitutes unfair competition.

15 84. Specifically, Defendants have gained an unfair advantage over other similarly situated
16 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
17 owed.

18 85. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
19 wrongfully withheld wages.

20 86. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

21 **TENTH CAUSE OF ACTION**

22 **Private Attorneys General Act**

23 **By Plaintiff and the Aggrieved Employees Against All Defendants**

24 87. Plaintiff incorporates by reference the paragraphs above.

25 88. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
26 violation(s) of the Labor Code.

27 89. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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1 90. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
2 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu
3 thereof, the penalties in Labor Code sections 558 and 2699 apply.

4 91. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
5 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
6 the penalties in Labor Code section 2699 apply.

7 92. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
8 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
9 sections 1197.1 and 2699 apply.

10 93. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
11 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
12 sections 558, 1197.1, and 2699 apply.

13 94. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
14 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and
15 2699 apply.

16 95. With respect to violations of Labor Code section 203 for failure to pay all wages due to
17 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor
18 Code section 2699 apply.

19 96. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
20 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
21 apply.

22 97. With respect to violations of Labor Code section 1198 and the relevant wage order for failure
23 to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code
24 section 2699 apply.

25 98. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
26 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
27 the manner alleged herein.

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1 99. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
2 to Labor Code section 2699(g).

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

5 First Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code section 226.7
7 2. Interest
8 3. Attorneys' fees
9 4. Costs
10 5. Other relief the court deems proper

11 Second Cause of Action

- 12 1. Damages and/or penalties pursuant to Labor Code section 226.7
13 2. Interest
14 3. Attorneys' fees
15 4. Costs
16 5. Other relief the court deems proper

17 Third Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
19 2. Liquidated damages
20 3. Interest
21 4. Attorneys' fees
22 5. Costs
23 6. Other relief the court deems proper

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1 Fourth Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fifth Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Sixth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Seventh Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Eighth Cause of Action

- 23 5. Penalties pursuant to Labor Code sections 233 and 246
24 6. Attorneys' fees
25 7. Costs
26 8. Other relief the court deems proper

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1 Ninth Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Tenth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

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14 DATED: August 6, 2025

FRONTIER LAW CENTER

Rebecca Harter

REBECCA HARTEKER

Attorney for Plaintiff

TRINADY L PALMER,
individually and on behalf of all
others similarly situated