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 Leticia Bonnet

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF VENTURA – JUVENILE COURTHOUSE

LETICIA BONNET, as an individual and on
 behalf of others similarly situated,

Plaintiff,

v.

VITAL PLUS HOME HEALTH CARE, a
 California Corporation and dba Access TLC
 Home Health Care,
 and
 DOES 1-10, Inclusive,

Defendants.

Case No. 2025CUOE046790

**CLASS ACTION AS TO PLAINTIFF'S FIRST
 THROUGH TENTH CAUSES OF ACTION**

**PAGA ACTION AS TO PLAINTIFF'S
 ELEVENTH CAUSE OF ACTION**

FIRST AMENDED COMPLAINT FOR:

- (1) **FAILURE TO INDEMNIFY FOR BUSINESS EXPENSES;**
- (2) **OVERTIME VIOLATIONS;**
- (3) **MINIMUM WAGE VIOLATIONS;**
- (4) **UNPAID WAGE VIOLATIONS;**
- (5) **FAILURE TO PAY VACATION WAGES DUE;**
- (6) **FAILURE TO AUTHORIZE AND PERMIT PAID REST PERIODS;**
- (7) **FAILURE TO PROVIDE MEAL PERIODS;**
- (8) **FAILURE TO PAY TIMELY WAGES UPON SEPARATION OF EMPLOYMENT;**
- (9) **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT ITEMIZED WAGE STATEMENTS;**
- (10) **UNFAIR COMPETITION;**
- (11) **CLAIMS UNDER THE PAGA**

Judge: Hon. Charmaine H. Buehner
 Dept.: J4
 Original Filing Date: July 3, 2025

**DAMAGES EXCEED \$35,000
DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff LETICIA BONNET (“Plaintiff” or “Bonnet”), as an individual and on behalf of others similarly situated and in a representative capacity, who asserts claims against VITAL PLUS HOME HEALTH CARE, a California corporation and doing business as Access TLC Home Health Care (“VITAL PLUS”), and Does 1-10 inclusive (collectively with VITAL PLUS, “Defendants”), as follows:

JURISDICTION AND VENUE

1. This is an individual action as well as a class action (Causes of Action One through Ten) brought by Plaintiff for violations of the California Labor Code including those pertaining to: the failure to reimburse employees for business expenses/losses, the failure to pay all overtime wages and at the correct rate of pay, the failure to pay all regular wages and paid time off wages and at the correct rate of pay, the failure to pay all minimum wages, the failure to pay all wages and timely wages to employees upon separation of employment, the failure to pay waiting time penalties to employees, the failure to issue and maintain compliant itemized wage statements, the failure to authorize and permit paid rest breaks and to provide meal breaks compliant under the law, the failure to comply with vacation and sick pay laws; the failure to have compliant timekeeping, and unfair competition. The monetary damages, penalties, injunctive relief and restitution sought by Plaintiff are within the jurisdiction of the Superior Court and exceed the minimal jurisdiction limits of the Superior Court, which will be established according to proof at trial.

2. This is also a private attorneys general enforcement action brought by Plaintiff Bonnet under the California Labor Code Private Attorneys General Act of 2004 codified in California Labor Code §2698, *et seq.* ("PAGA") (Eleventh Cause of Action). Plaintiff Bonnet seeks PAGA penalties on behalf of current and former California employees as further defined herein.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, §10, which grants the California Superior Court original jurisdiction except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise

intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because Defendants transact business in the County of Ventura. Plaintiff performed work in the County of Ventura.

PARTIES

6. Plaintiff LETICIA BONNET is, and at times mentioned in this complaint was a resident of California who performed work as an employee in California, including work in County of Ventura County. Plaintiff BONNET was an “employee,” times relevant and during the statutory periods, as that term is defined in the California Labor Code and California Industrial Welfare Commission Wage Order.

7. Upon information and belief, Plaintiff is informed and believes, and thereon allege that at times relevant and during the statutory periods, VITAL PLUS HOME HEALTH CARE, a California corporation and doing business as Access TLC Home Health Care, has had a location and address in California. VITAL PLUS is headquartered in the City of Moorpark, California. The State of California Secretary of State, Statement of Information sets forth the address for VITAL PLUS as 401 Tech Circle, Moorpark, California 93021. Vital Plus has and continues to transact business in California, including in the County of Ventura, and further alleges that conduct and injuries alleged herein occurred in California, including in the County of Ventura.

8. Plaintiff is informed and believes, and thereon alleges, that, times relevant and during the statutory periods, VITAL PLUS HOME HEALTH CARE, a California corporation and doing business as Access TLC Home Health Care has been an “employer” as that term is used in the California Labor Code and applicable California Industrial Welfare Commission (“IWC”) Wage Order.

9. Whenever in this complaint reference is made to any act, deed, or conduct of VITAL PLUS, the allegation means that the entities engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees, or representatives, including those who were actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of the entities.

10. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein as Does 1 through 10, inclusive and therefore sue said defendants by such fictitious names (“Doe Defendants”). Plaintiff will amend this Complaint to insert

1 the true names and capacities of the Doe Defendants at such time as the identities of the Doe Defendants
2 are ascertained.

3 11. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the
4 partners, agents, or principals and/or co-conspirators of VITAL PLUS, and the Doe Defendants performed
5 the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly
6 acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe
7 Defendants is liable to the extent of the liability of VITAL PLUS, as alleged herein.

8 12. Plaintiff is further informed and believes, and thereon alleges, that at all times herein
9 material, each Defendant was completely dominated and controlled by its co-Defendants and each was
10 the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by
11 VITAL PLUS or defendants, such allegations and references shall also be deemed to mean the conduct of
12 each of the defendants, acting individually, jointly, and severally. Whenever and wherever reference is
13 made to individuals who are not named as defendants in this complaint, but were employees and/or agents
14 of defendants, such individuals at all relevant times acted on behalf of defendants named in this complaint
15 within the scope of their respective employments.

16 **CLASS ACTION ALLEGATIONS**

17 13. Plaintiff brings this action (Causes of Action One through Ten) on behalf of each and all
18 other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure
19 §382.

20 14. All claims alleged herein arise under California law for which Plaintiff seeks relief as
21 authorized by California law.

22 15. The proposed Class is comprised of and defined as:

23 Any and all persons who are or were non-exempt employees of Vital Plus Home Health
24 Care in the state of California, however titled, who have worked in whole or in part in the
25 field and/or have been paid in whole or in part a piece-rate, at any since four (4) years of
26 the filing of this lawsuit until resolution of this lawsuit (hereinafter collectively referred to
as the “Field/Piece-Rate Non-Exempt Class,” and “Field/Piece-Rate Non-Exempt Class
Members”).

27 ///

1 The proposed Termination Pay Subclass is comprised of and defined as:

2 Any and all Field/Piece-Rate Non-Exempt Class Members who, within the applicable
3 limitations period until resolution of this lawsuit, either voluntarily or involuntarily
4 separated from their employment (hereinafter collectively referred to as the “Termination
Pay Subclass Members”)

5 The proposed Wage Statement Subclass is comprised of and defined as:

6 Any and all Field/Piece-Rate Non-Exempt Class Members who, within the applicable
7 limitations period until resolution of this lawsuit, were issued a wage statement (hereinafter
8 collectively referred to as the “Wage Statement Subclass Members”)

9 16. The members of the Field/Piece-Rate Non-Exempt Class along with the Termination Pay
10 Subclass and the Wage Statement Subclass (collectively the “Class” or “Class Members”) are so numerous
11 as to make it impracticable to bring them all before this Court. Plaintiff is unable to state the exact number
12 of the Class Members without discovery of Defendants’ books and records, but based on discovery to date
13 the Class exceeds 50 members. The identity of Class Members is readily ascertainable by an inspection
14 of Defendants’ employment and payroll records.

15 17. There are questions of law and fact common to the members of the Class that predominate
16 over any questions affecting any individual in the Class. Defendants have acted, and refused to act, on
17 grounds generally applicable to members of the Class.

18 18. Plaintiff’s claims are typical of the claims of the Class Members and Plaintiff will fairly
19 and adequately protect the interests of these members.

20 19. The prosecution of separate actions by individual members of the Class would create the
21 risk of:

22 (a) Inconsistent or varying adjudications in different jurisdictions with respect to
23 individual Class Members, which would establish incompatible standards of conduct for Defendants; and

24 (b) Adjudications with respect to individual Class Members which, as a practical
25 matter, would be dispositive of the interests and rights of Class Members who are not parties to the
26 adjudications, or would substantially impair or impede the ability of Class Members to protect their
27 interests.
28

1 20. At all times relevant to this action, Defendants have enacted and effected unlawful and
2 unfair state-wide employment policies and practices which have caused Plaintiff and members of the Class
3 to suffer injury. A class action is superior to other available methods for the fair and efficient adjudication
4 of Defendants' policies and practices and the damage they caused Plaintiff and members of the Class to
5 suffer and which are the subject matter of this action.

6 21. The claims asserted herein implicate questions of law or fact common to members of the
7 Class. These common questions predominate over any questions affecting only individual Class Members.
8 Common questions include, but are not limited to:

9 (a) Whether Defendants failed to provide Class Members and Wage Statement
10 Subclass Members with wage statements that complied with wage statement requirements under the
11 California Labor Code including California Labor Code §§226(a) and 226.2(a)(2);

12 (b) Whether Defendants failed to provide Class Members with a written notice
13 pertaining to paid sick leave that complied California Labor Code §246(i);

14 (c) Whether Defendants failed to pay Termination Pay Subclass Members all wages
15 timely upon separation of employment;

16 (d) Whether Defendants failed to pay waiting time penalties to Termination Pay
17 Subclass Members in violation of California Labor Code §203;

18 (e) Whether Defendants failed to indemnify Class Members for all expenses and losses
19 in violation of California Labor Code §2802;

20 (f) Whether Defendants failed to calculate and pay all minimum wages correctly for
21 the Class Members;

22 (g) Whether Defendants failed to calculate and pay all overtime wages correctly for the
23 Class Members;

24 (h) Whether Defendants failed to calculate and pay all regular wages correctly for the
25 Class Members;

26 (i) Whether Defendants failed to calculate and pay all vacation wages correctly for the
27 Class Members and Termination Pay Subclass Members;
28

(j) Whether Defendants failed to calculate and pay all paid sick time wages correctly for the Class Members;

(k) Whether Defendants failed to calculate and pay all paid rest breaks correctly for the Class Members;

(l) Whether Defendants failed to calculate and pay all rest and meal premium wages correctly for the Class Members;

(m) Whether Defendants failed to comply with piece-rate obligations under California Labor Code §226.2 for the Class Members;

(n) Whether Defendants failed to pay Class Members for all time worked including but not limited to non-productive time and work drive time;

(o) Whether Defendants failed to authorize and permit compliant paid rest breaks to Class Members;

(p) Whether Defendants failed to provide compliant meal breaks to Class Members;

(q) Whether Defendants engaged in unfair competition in violation of California Business and Professions Code §§17200, *et seq.*; and

(r) The appropriate amount of penalties, damages, and restitution, and injunctive relief resulting from Defendants' violations of California law.

ALLEGATIONS REGARDING PAGA ENFORCEMENT ACTION

22. This is a PAGA enforcement action as to the Eleventh Cause of Action for recovery of civil penalties under the PAGA for the Labor Code violations committed against other current and former California employees (aggrieved employees) as follows: (i) any and all persons who are or were non-exempt employees of Vital Plus Home Health Care in the state of California, however titled, who have worked in whole or in part in the field and/or have been paid in whole or in part a piece-rate, at any time since one year prior to the July 3, 2025 PAGA Notice (hereinafter collectively referred to as the "Field/Piece-Rate Non-Exempt PAGA Employees"); (ii) any and all Field/Piece-Rate Non-Exempt PAGA Employees who, at any time since one year prior to the July 3, 2025 PAGA Notice, either voluntarily or involuntarily separated from their employment (hereinafter collectively referred to as the "Termination Pay PAGA Employees"); (iii) any and all Field/Piece-Rate Non-Exempt PAGA Employees

1 who, at any time since one year prior to the July 3, 2025 PAGA Notice, were issued a wage statement
2 (hereinafter collectively referred to as the “Wage Statement PAGA Employees”). Field/Piece-Rate Non-
3 Exempt PAGA Employees, Termination Pay PAGA Employees, and Wage Statement PAGA Employees
4 are collectively referred to as “PAGA Employees.”

5 23. Plaintiff BONNET’s Eleventh Cause of Action is suitable for treatment as a PAGA
6 enforcement action including for the following reasons:

7 (a) Plaintiff BONNET was employed by the alleged violators and personally suffered
8 each of the violations alleged during the applicable statutory period;

9 (b) Plaintiff BONNET has complied with the requirements to commence a civil action
10 pursuant to the PAGA including compliance with the exhaustion requirements of PAGA
11 by providing written online notice to the LWDA and notice by certified letter to Defendant
12 Vital Plus Home Health Care on July 3, 2025 concerning the PAGA claims Plaintiff
13 BONNET intends to pursue (the “PAGA Notice”). A true and correct copy of the PAGA
14 Notice is attached hereto as Exhibit 1. The appropriate amount of time was elapsed since
15 Plaintiff submitted the PAGA Notice, with Plaintiff receiving no response from the LWDA
16 and no response or notice (including any “cure” notice) in response to the PAGA Notice.

17 **FACTUAL ALLEGATIONS**

18 24. At times relevant, including in the statutory periods, Plaintiff was employed by Defendants
19 in California. On information and belief, at times relevant, including in the statutory periods, Defendants
20 employed, and continue to employ, employees throughout the state of California, including Class
21 Members and PAGA Employees.

22 25. Plaintiff’s employment ended on or about August 2024.

23 26. At times relevant during the statutory periods, Plaintiff worked at time in the field.

24 27. At times relevant during the statutory periods, Plaintiff was paid in whole or in part a piece-
25 rate.

26 28. On or about August 7, 2024 and August 26, 2024 respectively, Plaintiff requested her
27 paystubs from Vital Plus pursuant to California Labor Code section 226, and a copy of all documents she
28 signed pursuant to California Labor Code section 432.

1 **Business Expenses**

2 29. From time to time at times relevant, including in the statutory periods, Defendants have
3 required, Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA
4 Employees including Bonnet, to provide home offices, telephones, telephone and data services, personal
5 vehicles, and supplies and equipment for business use, but without appropriate indemnification and
6 reimbursement.

7 30. Use of the home for business has not been reimbursed nor has internet and certain required
8 supplies/equipment including but not limited to stethoscope.

9 31. And while Vital Plus, at times, does provide some reimbursement for personal vehicle
10 (based on mileage) and telephone (based on a flat sum) the amounts are not sufficient and do not full
11 indemnification for business usage. Per policy, Vital Plus has paid mileage for personal vehicle usage at
12 the IRS mileage rate but it does not pay for all work usage including but not limited to first and last patient
13 visits and at a rate that provides full indemnification for business use. Further, per policy, Vital Plus has
14 a reimbursement rate for cell phones that does not reimburse in full for business use of cell
15 phones/telephone business usage.

16 32. These practices violates California Labor Code section 2802. Section 2802 states “An
17 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
18 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
19 directions of the employer, even though unlawful...” Additionally, Section 2804 states, “Any contract or
20 agreement, express or implied, made by any employee to waive the benefits of this article or any part
21 thereof, is null and void, and this article shall not deprive any employee or his personal representative of
22 any right or remedy to which he is entitled under the laws of this State.”

23 **Late Wage Payments During Employment**

24 33. From time to time at times relevant, including in the statutory periods, Defendants have
25 had a policy and practice of paying wages late to Bonnet and Field/Piece-Rate Non-Exempt Class
26 Members and Field/Piece-Rate Non-Exempt PAGA Employees during employment as a result of paying
27 later than seven (7) days following the close of the payroll period. Pay date is generally the eighth (8th)
28 day following the close of the payroll period. This violates Labor Code section 204.

Wage Underpayments and Untimely Payments

34. From time to time at times relevant, including in the statutory periods, under the Vital Plus compensation policy, Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees, including Bonnet, have been paid on a piece-rate basis and/or an hourly basis depending on the task. Under both the piece-rate and hourly system, Defendants have underpaid the Field/Piece-Rate Non-Exempt Class Members, Field/Piece-Rate Non-Exempt PAGA Employees, Termination Pay PAGA Employees and Termination Pay Class Members, and also have made untimely payments to them.

35. Piece-Rate Pay - During times relevant including in the statutory periods, Defendants have compensated Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees, including Plaintiff, in whole or in part in a pay period, on a piece-rate basis wherein these employees are to receive pay, not based on time worked, but on other criteria such as by the patient. Pursuant to Vital Plus policy, such piece-rate compensation is not based on the amount of time a Field/Piece-Rate Non-Exempt Class Member and/or Field/Piece-Rate Non-Exempt PAGA Employee was suffered or permitted to work but rather based on a piece-rate structure such as the number of patients. For example, per policy, a Field/Piece-Rate Non-Exempt Class Member/Field/Piece-Rate Non-Exempt PAGA Employee paid a flat sum rate per patient (e.g. \$35 per patient) was paid that amount regardless of the amount of time suffered or permitted to work and also notwithstanding that some of the work performed was non-productive time. Per policy, Defendants identify the following tasks as included in a per patient care flat sum rate: travel time, charting/paperwork, and payroll documentation time. Providing direct client/patient care and/or assistance is productive time; the tasks of travel time, charting/paperwork and payroll documentation time are all instances of non-productive time. As a result of the Vital Plus piece-rate system, Defendants made wage deductions, from earned piece-rate wages (e.g. productive time for direct patient care), to pay for time where Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees were working but could not earn a piece-rate (e.g. non-productive time such as work drive time, charting/paperwork and payroll documentation time). As a result, certain work tasks have gone uncompensated under this piece-rate pay structure and not all time worked has been compensated for. For instance, work drive time, charting/paperwork and payroll documentation

time are all instances of work that has not been compensated for because these items were impermissibly included per-patient flat sum rate. Through these actions, what Defendants are doing in reality, are making illegal deductions from earned wages and allocating these deducted wages to purportedly meet its wage obligations (including minimum wage requirements) and paid rest period obligations for accounting purposes. Other work tasks including but not limited to pre-patient and post-patient tasks, patient contacts and communications, routing, scheduling, supply/equipment stocking, and handling, transporting supply/equipment to/from patients/clients; administrative meetings and other administrative work, work and communications, work drive time, fueling, delays, standby time, wait time and on-call time, are all instances of non-productive time and not paid for.

36. Hourly Pay – During times relevant including in the statutory periods, Defendants compensated Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees, including Plaintiff, in whole or in part in a pay period, on an hourly basis wherein these employees are purported to receive pay based on time worked for certain tasks. Under the hourly-pay policy, Defendants purport to pay an hourly rate of pay for some work tasks including but not limited to orientations and meetings such as case conferences, staff meetings and in-services. Any compensation that is in fact being paid on an hourly basis however does not fully compensate for all time worked in that Defendants do not capture all time worked in any hourly paid system. On information and belief, there is no timekeeping system that captures all work time.

37. The Vital Plus policy and its practices prevent Field/Piece-Rate Non-Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees from recording all work time and getting paid for all work time. Examples of work time that is not being paid for on an hourly basis, on information and belief, include travel time, charting/paperwork, and payroll documentation time because these are (albeit illegally) included in a per patient care flat sum rate per Vital Plus policy. Examples of work that is not being paid for on an hourly basis and is not said to be included in a piece-rate include but are not limited to: pre-patient and post-patient tasks, patient contacts and communications, routing, scheduling, supply/equipment stocking and handling, administrative meetings and other administrative work, work and communications, work drive time, fueling, delays, standby time, wait time and on-call time. Despite each of these items being non-productive work time, these work tasks have not been paid.

1 38. At times during the relevant statutory period, Plaintiff and other Field/Piece-Rate Non-
2 Exempt Class Members and Field/Piece-Rate Non-Exempt PAGA Employees were non-exempt and
3 worked overtime hours as defined by California law. Defendants have failed to pay overtime wages, and
4 accurately pay those wages, to Plaintiff and other Field/Piece-Rate Non-Exempt Class Members,
5 Field/Piece-Rate Non-Exempt PAGA Employees, Termination Pay Class Members, Termination Pay
6 PAGA Employees, Wage Statement PAGA Employees and Wage Statement Class Members. The reasons
7 for this failure include but is not limited to Defendants: not paying for overtime hours, not calculating the
8 overtime rate of pay properly (using incorrect overtime multiplier and regular rate of pay); not paying
9 overtime for all overtime hours (including but not limited to not paying daily and weekly overtime) and
10 not calculating/paying overtime properly based on its workday/workweek.

11 39. The piece-rate practice and policy at Vital Plus, at times during the relevant statutory
12 periods, deprives Plaintiff, Class Members and PAGA Employees for rest periods and other nonproductive
13 time separate from any piece-rate compensation. Class Members and PAGA Employees, including
14 Plaintiff, working under the piece-rate structure, did so earning no pay for a portion of their workday.
15 Instead, deductions were made, unlawful under California Labor Code, from earned piece rate pay (for
16 productive time) to purportedly pay for time where piece-rate compensation was unavailable. This piece
17 rate formula did not compensate directly for all time worked and thus does not comply with California
18 law because, even if, averaged out, it would not pay at least minimum wage for all hours worked as
19 averaging piece-rate wages over total hours worked results in underpayment of employee wages required
20 by contract under California Labor Code section 223, as well as an improper collection of wages paid to
21 an employee under Labor Code section 221. The total compensation paid for any day in the pay period is
22 less than what is due under the applicable minimum wage and any required overtime compensation.

23 40. The piece-rate compensation plan also violates and does not comply with Labor Code
24 section 226.2(a) for reasons including that “nonproductive time” (“time under the employer’s control,
25 exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a
26 piece-rate basis”) and rest and recovery periods were not being separately compensated for. Labor Code
27 section 226.2(a)(1) states “Employees shall be compensated for rest and recovery periods and other
28 nonproductive time separate from any piece-rate compensation” and Labor Code section 226.2(a)(4) states

1 “Employees shall be compensated for other nonproductive time at an hourly rate that is no less than the
2 applicable minimum wage.” The piece-rate plan does not comply with these subsections.

3 41. As a result of these actions, Defendants fail to pay overtime wages correctly to Plaintiff
4 and other Class Members and PAGA Employees, thereby violating Labor Code sections 510, 1194, and
5 1198. As a result of these actions, Defendants fail to pay minimum and regular wages correctly (and
6 makes unlawful deductions) to Plaintiff and other Class Members and PAGA Employees thereby violating
7 Labor Code sections 218, 221, 223, 226.2, 1182, 1194, 1197, and 1198. Additionally, Defendants have
8 violated Labor Code section 204 by failing to pay these wages during employment when due at the times
9 proscribed by Section 204 and Sections 201/202 and 203 by failing to pay these wages by the time
10 proscribed by Sections 201/202 and failing to pay a waiting time penalty. Wage statement violations
11 additionally have occurred as a result of Defendants’ overtime violations in that, in violation of Labor
12 Code section 226(a), earned wages including overtime wages and total hours worked are not reported at
13 all or reported incorrectly on wage statements, the applicable overtime rate of pay and hours are either not
14 reported or if reported are listed incorrectly, and the inclusive dates of the pay period for which the
15 overtime wages are paid is not identified.

16 42. Plaintiff reported to Vital Plus complaints about the piece-rate system, not getting paid
17 correctly for overtime, all work time and paid time off, and business expenses, among other items, but to
18 no avail.

19 43. Plaintiff’s employment was thereafter separated.

20 **Failure to Pay Overtime, Meal and Rest Premiums, Paid Rest Breaks and Paid Time Off/Paid**
21 **Sick Using the Regular Rate of Pay/Compensation and Proper Divisor**

22 44. Defendants from time to time during the statutory period paid Plaintiff, PAGA Employees
23 and Class Members various forms of non-discretionary pay (including but not limited to piece-rate and
24 hourly pay) that collectively form the employee’s regular rate of pay/compensation (hereinafter “regular
25 rate of pay”).

26 45. The California Labor Code requires that overtime wages, meal and rest premium wages,
27 paid rest breaks and paid time off/sick time must be calculated using the employee’s regular rate of pay.

1 46. Here, on information and belief, Defendants from time to time during the statutory period
2 miscalculated Plaintiff, PAGA Employees' and Class Members' overtime wages, paid rest breaks, meal
3 and rest premium wages, and paid time off/sick time wages in that when these wages were paid, if at all,
4 the wages were not paid correctly including for the reasons that the correct regular rate of pay was not
5 used at all times (and at times only a base rate of pay was used), and the correct number divisor and
6 dividend was not used in the calculations. The result is an underpayment of wages both during
7 employment and upon separation of employment, a loss of overtime wages, inaccurate wage statements,
8 and a loss of regular, break premium, paid rest break and paid time off/sick time wages.

9 47. As a result, Labor Code sections 226.2, 226.7(b), (c), 227.3, 246(l), 510, 512(a), and 1198
10 have been violated. Additionally, Labor Code section 204 is violated by failing to pay the wages due
11 during employment at the times proscribed by statute and Sections 201/202 and 203 are violated by failing
12 to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty
13 to Plaintiff, Field/Piece-Rate Non-Exempt PAGA Employees and Field/Piece-Rate Non-Exempt Class
14 Members and Termination Pay Class Members and Termination Pay PAGA Employees as applicable.

15 48. Wage statement violations additionally have occurred as a result of wage violations,
16 underpayments and under reporting, and misreporting of information required to be in the wage statements
17 pursuant to Labor Code sections 226(a) and 226.2 including but not limited to gross and net wages earned;
18 the applicable hourly rates in effect during the pay period and the corresponding number of hours worked
19 at each hourly rate by the employee; the total hours of compensable rest and recovery periods, the rate of
20 compensation, and the gross wages paid for those periods during the pay period, and the total hours of
21 other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay
22 period.

23 **Failure to Provide Meal Periods and Authorize and Permit Paid Rest Periods/Failure to**
24 **Accurately Pay Meal and Rest Break Premiums**

25 49. At times during the relevant statutory periods, Defendants have failed to provide compliant
26 meal periods and authorize and permit compliant paid rest periods to Plaintiff, PAGA Employees and
27 Class Members. In summary, on information there were anti-meal and rest break policies, practices and
28 procedures.

1 50. At times during the relevant statutory periods, Plaintiff, PAGA Employees and Class
2 Members have been denied compliant meal periods on days where they work over five hours, over six
3 hours, over ten hours, and over twelve hours. On information and belief, there was no formal, written
4 compliant meal period policy and meal periods were not scheduled by the company.

5 51. At times during the relevant statutory period, and on days where Plaintiff, PAGA
6 Employees and Class Members worked more than five (5) hours in a workday, they failed to have an
7 opportunity to take a thirty (30) minute, unpaid off-duty meal period within the times specified by law.
8 No such opportunity was provided due to the work demands and scheduling. Thus, during the relevant
9 time frame, from time to time, Plaintiff, PAGA Employees and Class Members have been denied the
10 opportunity to take compliant meal periods. Moreover, Plaintiff, PAGA Employees and Class Members
11 have not voluntarily waived their meal periods. Moreover, during the relevant time frame, Plaintiff, PAGA
12 Employees and Class Members at times worked over ten (10) hours in a workday but were not provided
13 with the opportunity to take a second thirty (30) minute, unpaid off-duty meal period by the time period
14 specified by law. Second meal periods were not scheduled and there has not been a meal period policy
15 and practice providing for an option of second meal periods. Plaintiff, PAGA Employees and Class
16 Members have not waived their second meal periods. From time to time therefore, no opportunity for
17 second meal periods have been provided to Plaintiff, PAGA Employees and Class Members even on days
18 where they worked in excess of twelve (12) hours.

19 52. On information and belief, Defendants have not paid Plaintiff, PAGA Employees and Class
20 Members all extra hours of pay at the regular rate of pay as required by California law where meal periods
21 were not provided.

22 53. At times during the relevant statutory period, on information and belief, there was no
23 formal, written compliant rest period policy. At times during the relevant statutory period, and on days
24 where Plaintiff, PAGA Employees and Class Members have worked at least three and one-half (3.5) hours
25 in a workday, they have been not authorized and permitted to take paid rest breaks at least ten (10) minutes
26 in length for every “major fraction” of every four (4) hour work period. No such opportunity was provided
27 due to the work demands and scheduling. Thus, Plaintiff, PAGA Employees and Class Members have not
28 been authorized and permitted to take paid rest breaks. Additionally, due to the piece-rate pay practice at

1 the company, those under the piece-rate plan were not authorized and permitted paid rest breaks at all
2 required times due to reasons that include that: all paid rest break time was not paid for; if rest breaks were
3 paid, it was paid at an incorrect rate of pay and for an incorrect amount of time; and because pay under a
4 piece-rate structure only pays for some active work on jobs and therefore any rest periods would be unpaid
5 time. Plaintiff, PAGA Employees and Class Members, on information and belief, were not paid for all
6 rest break time that is required by law to be paid nor were they paid all extra hours of pay as required by
7 California law where rest breaks were not authorized and permitted.

8 54. Defendants have violated California Labor Code sections 226.2, 226.7(b) and (c), 512, and
9 1198. Additionally, Defendants have violated Labor Code section 204 by failing to pay for paid rest breaks
10 and failing to pay premium wages due for meal and rest premiums during employment at the times
11 proscribed by Section 204 and Sections 201/202 and 203 by failing to pay these wages by the time
12 proscribed by Sections 201/202 and failing to pay a waiting time penalty.

13 **Paid Time Off Policy - Vacation Wages and Sick Leave**

14 55. During times relevant including in the statutory periods, Defendants provide Plaintiff,
15 PAGA Employees and Class Members, from time to time, with paid time off in the form of vacation time
16 and sick time.

17 56. On information and belief, all accrued but unused vacation time is not paid out to Plaintiff,
18 PAGA Employees and Class Members including Termination Pay Class Members and Termination Pay
19 PAGA Employees at the final rate of pay upon separation of employment, in violation of California Labor
20 Code §227.3. The reasons for this include but is not limited to that all accrued vacation time is not paid
21 out at separation and also that when paid, vacation time is paid at a rate of pay that is lower than that
22 required thereby leaving vacation time/wages due and owing. As a result, Defendants violate Labor Code
23 section 227.3 with respect to Plaintiff, Field/Piece-Rate Non-Exempt Class Members, Field/Piece-Rate
24 Non-Exempt PAGA Employees, Termination Pay PAGA Employees and Termination Pay Class
25 Members eligible for the vacation plan. Additionally, Defendants have violated Labor Code sections
26 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to
27 pay a waiting time penalty.

1 57. At times during the relevant statutory periods, the paid sick time has been subject to Labor
2 Code section 245 et seq. (California's Healthy Workplaces, Healthy Families Act of 2014) including the
3 requirements relating to the amount, terms and rate of compensation set forth in said law.

4 58. On information and belief, at times during the relevant statutory period, the paid time off
5 policy has failed to provide to Plaintiff, PAGA Employees and Class Members the amount due for paid
6 sick time in conformance with the accrual requirements of Labor Code section 246 and at the correct rate
7 of pay, thereby denying, at times, paid sick time wages. Labor Code section 246.5(a)'s requirement that
8 paid sick time must not be accompanied by a condition of using paid sick days that the employee search
9 for or find a replacement worker to cover the days during which the employee uses paid sick days, on
10 information and belief, has been violated from time to time during the statutory period due to Defendants
11 requesting said information when requesting paid sick time.

12 59. Further, notice of available paid sick time further has not appropriately recorded, including
13 on itemized wage statements, as required by Labor Code sections 226(a), 246(i) at all times relevant.
14 Additionally, Defendants have violated Labor Code sections 201/202 and 203 by failing to pay these
15 wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty. Sections 204,
16 246-247 has also been violated by failing to pay the required wages during employment by the times
17 required by 204, 246-247.

18 **Untimely Payment of Wages and Withholding of Wages**

19 60. At times during the relevant statutory period, Defendants, including through conduct
20 alleged herein has from time to time, have failed to timely pay all wages due to Plaintiff, PAGA Employees
21 and Class Members: (a) during employment as required by Labor Code section 204's timing requirements
22 including but not limited through the: (i) failure to pay all minimum, regular and overtime wages for time
23 worked, all non-productive time and paid rest breaks as applicable and at the correct rates of pay; (ii)
24 failure to pay accurate overtime wages and at the correct rates of pay; (iii) failure to pay meal and rest
25 premiums and at the correct rates of pay; (iv) failure to pay mandatory sick time wages and at the correct
26 rates of pay; and (b) upon separation of employment as required by Labor Code sections 201-203's timing
27 requirements including but not limited through the (i) failure to pay all minimum, regular and overtime
28 wages for time worked, all non-productive time and paid rest breaks as applicable and at the correct rates

1 of pay; (ii) failure to pay accurate overtime wages and at the correct rates of pay; (iii) failure to pay meal
2 and rest premiums and at the correct rates of pay; (iv) failure to pay vacation wages per Labor Code section
3 227.3's requirements of payment of accrued but unused vacation upon separation of employment; (v)
4 general failure to pay final wages including vested vacation wages by the time periods required by Labor
5 Code sections 201-202 and at the correct rates of pay; (vi) failure to mandatory sick time wages and at the
6 correct rates of pay. Also violated is Labor Code section 218 through the failure to pay all contractual and
7 regular wages due.

8 **Failure to Record, Provide and Maintain Accurate and Compliant Wage Statements and**
9 **Records**

10 61. At times during the relevant statutory period, Defendants have failed to properly and
11 accurately record and maintain information for Plaintiff, PAGA Employees and Class Members as
12 required by law including through the conduct alleged herein and as a result of the failure to record: all
13 hours worked and start and end times of work periods (including but not limited to productive time, non-
14 productive time/non-piece rate time, and drive time), meal break start and end times; and compensable
15 rest periods.

16 62. Defendants have failed to maintain records documenting (i) accurate itemized wage
17 statements required by Labor Code sections 226(a), 226.2(a)(2) and written notice of paid sick leave
18 required by Section 246(i); (ii) payroll records showing the hours worked daily by and wages paid as
19 required by Labor Code section 1174(d); (iii) the amount of hours and rate of compensation for rest periods
20 and other non-productive time under Labor Code section 226.2(a); and (iv) time records showing
21 beginning and end of each work period, meal periods, split shift intervals, and total daily hours worked;
22 total hours worked in the payroll period and applicable rates of pay; wage statements; and complete piece
23 rate plan documents and production records as required by Labor Code section 1198 and the applicable
24 IWC Wage Order. Further, Labor Code section 1198 is violated through the failure to have time records
25 compliant with the "Records" section of the wage order including but not limited to the recording of start
26 and end times of each work period and meal periods.

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63. Further, wage statements for Plaintiff, Field/Piece-Rate Non-Exempt Class Members, Field/Piece-Rate Non-Exempt PAGA Employees, Wage Statement PAGA Employees and Wage Statement Class Members, in violation of Labor Code sections 226(a) and 226.2, from time to time during the statutory periods, are not correct and not compliant in that wage statements including for reasons that the statements (i) do not accurately report gross and net wages earned (in violation of Section 226(a)(1), (5)) including as a result of misreporting wages earned; (ii) on their face, do not report net wages earned (in violation of Section 226(a)(5) but rather reports net pay which includes non-wage adjustments including but not limited to non-wage reimbursements; (iii) on their face, do not report total hours worked by the employee (in violation of Section 226(a)(2)); (iv) on their face, do not report the number of piece-rate units earned and any applicable piece rate (in violation of Section 226(a)(3)) including but not limited to for the reason that piece-rate units are not identified as piece-rate units; (v) do not accurately report the number of piece-rate units earned and any applicable piece rate (in violation of Section 226(a)(3)) including but not limited to for the reason that this information is misreported; (vi) on their face, do not report all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee (in violation of Section 226(a)(9)); (vii) do not report the total hours of compensable rest (and recovery periods, if applicable), the rate of compensation, and the gross wages paid for those periods during the pay period, and the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period (in violation of Section 226.2(a)(2)). As a result, Plaintiff and on information and belief, Wage Statement Class Members, Wage Statement PAGA Employees, Field/Piece-Rate Non-Exempt PAGA Employees and Field/Piece-Rate Non-Exempt Class Members could not promptly and easily determine from the wage statement alone the accurate information. Wage statements further report the following information – Access TLC Home Health Care, 5401 Tech Circle, Moorpark, CA 93021, VITAL PLUS HOME HEALTH CARE, INC. From this information it is not readily identifiable (per Section 226(a)(8)), the name and address of the legal entity that is the employer and further pursuant to the California Secretary of State and the Statement of Information for the company, the true legal name of Vital Plus is Vital Plus Home Health Care (and not Vital Plus Home Health Care, Inc.). The wage statements therefore are confusing and misleading about the correct identity of the employer.

64. Defendants also have failed to produce to Plaintiff her time records upon her written request to it on or about January 21, 2025, in violation of California law including but not limited to Labor Code sections §§1174, 1198, 1198.5 and the “Records” section of the IWC Wage Order.

Unfair Competition

65. Plaintiff is informed and believes, and thereon alleges, that from time to time at times relevant, including in the statutory periods, the allegations alleged in this Complaint apply with equal force to covered employees and that Defendants engaged in unfair competition.

CLASS ACTION CLAIMS

FIRST CAUSE OF ACTION

Cal. Labor Code 2802 Claim for Business Expense Indemnification by Plaintiff and on Behalf of Field/Piece-Rate Non-Exempt Class Members Against Defendants

66. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 22-23.

67. Pursuant to California Labor Code §2802, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

68. As alleged herein, at times relevant, including in the statutory periods, Defendants, from time to time, failed to indemnify Plaintiff and Field/Piece-Rate Non-Exempt Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of job duties. These business losses and expenditures include but are not limited to home offices, telephones and data services, personal vehicles, and supplies and equipment for business use such as stethoscope, among other things. Defendants thereby has been passing on the employer’s cost of doing business onto Plaintiff and Field/Piece Rate Non-Exempt Class Members.

69. Plaintiff, on her behalf and on behalf of Field/Piece-Rate Non-Exempt Class Members seeks, all remedies available under California law including but not limited the payment of the expenditures and/or losses, interest, and attorney’s fees and costs including but not limited to remedies available under California Labor Code §2802.

SECOND CAUSE OF ACTION
Overtime Claim by Plaintiff and on Behalf of Field/Piece-Rate Non-Exempt Class Members Against Defendants

70. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 22-23.

71. As alleged herein, during relevant statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members have not been exempt from receiving overtime wages.

72. During the relevant statutory periods, the IWC Wage Order applicable to Plaintiff and Field/Piece-Rate Non-Exempt Class Members requires the payment of daily and weekly overtime compensation.

73. During the relevant statutory periods, California Labor Code §510 codifies the right to overtime daily and weekly compensation for Plaintiff and Field/Piece-Rate Non-Exempt Class Members.

74. Unpaid overtime wages may be recovered through a civil action pursuant to California Labor Code §§510, 1194.

75. As alleged herein, from time to time during the relevant statutory periods, Defendants failed to pay all overtime wages owed to Plaintiff and Field/Piece-Rate Non-Exempt Class Members for overtime hours worked. As a result, from time to time during the relevant statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members have not been fully compensated for all overtime wages they are eligible for and at the correct rate of pay using the regular rate of pay as the basis for the calculation.

76. For this violation, Plaintiff and on behalf of Field/Piece-Rate Non-Exempt Class Members seeks any and all remedies available under the law to the extent permissible including but not limited to recovery of the unpaid overtime wages as well as the recovery of penalties, interest, attorneys' fees, and costs.

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THIRD CAUSE OF ACTION
Minimum Wage Claim by Plaintiff and on Behalf of Field/Piece-Rate Non-Exempt Class Members Against Defendants

77. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 22-23.

78. During the relevant statutory periods California Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful.

79. During the relevant statutory periods, California Labor Code §1182.12 sets forth the minimum wages due to employees and California Labor Code §1194 makes it unlawful for an employee to receive less than the legal minimum wage due.

80. As alleged herein, during the relevant statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members have not been exempt from receiving minimum wages.

81. As alleged herein, from time to time during the relevant statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members have not been paid, at least minimum wage, for all hours that they worked.

82. Defendants' failure to pay Plaintiff and Field/Piece-Rate Non-Exempt Class Members all minimum wages as required violates California Labor Code §§1182.12, 1194, 1197.

83. Plaintiff, and on behalf of Field/Piece-Rate Non-Exempt Class Members, seeks any and all remedies available under the law to the extent permissible including but not limited to recovery of the unpaid balance of the minimum wage compensation as well as the recovery of penalties, interest, attorneys' fees, costs and liquidated damages.

FOURTH CAUSE OF ACTION
Unpaid Wage Claim by Plaintiff and on Behalf of Field Non-Exempt Class Members and Termination Pay Class Members, Against Defendants

84. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 22-23.

85. As alleged herein, during the relevant statutory periods, Plaintiff, Field/Piece-Rate Non-Exempt Class Members and Termination Pay Class Members have earned non-minimum/overtime wages

1 as well as earned paid vacation and paid sick time, which, as alleged herein, from time to time, have not
2 been paid to them and at the correct rate of pay.

3 86. Unpaid wages may be recovered through a civil action including pursuant to California
4 Labor Code §§200-203, 218, 218.5, 218.6, 245 et seq.

5 87. Plaintiff and on behalf of Field Non-Exempt/Piece-Rate Class Members and Termination
6 Pay Class Members, seek any and all remedies available under the law to the extent permissible including
7 but not limited to recovery of the unpaid balance of the wages, damages, penalties, interest, attorneys'
8 fees, and costs.

9 **FIFTH CAUSE OF ACTION**
10 **Vacation Claim by Plaintiff and on Behalf of Field/Piece-Rate Non-Exempt Class**
11 **Members and Termination Pay Class Members, Against Defendants**

12 88. Plaintiff incorporates by reference and reallege each and every allegation contained above,
13 as though fully set forth herein, except for paragraphs 2, 22-23.

14 89. At all relevant times, California Labor Code §227.3 provides for the following:

15 Unless otherwise provided by a collective-bargaining agreement, whenever a contract of
16 employment or employer policy provides for paid vacations, and an employee is
17 terminated without having taken off his vested vacation time, all vested vacation shall be
18 paid to him as wages at his final rate in accordance with such contract of employment or
19 employer policy respecting eligibility or time served; provided, however, that an
20 employment contract or employer policy shall not provide for forfeiture of vested
21 vacation time upon termination. The Labor Commissioner or a designated
22 representative, in the resolution of any dispute with regard to vested vacation time, shall
23 apply the principles of equity and fairness.

24 90. At all times relevant, including at times during the statutory, Plaintiff, and upon
25 information and belief, Field/Piece-Rate Non-Exempt Class Members and Termination Pay Class
26 Members were subject to an employer policy and/or contract of employment that provided for paid
27 vacations not otherwise provided by a collective-bargaining agreement. Upon separation of employment,
28 employees had not used all of their vested vacation and thus their unused, vested vacation was required to
have been paid at their final rate upon separation of employment. As a result of the miscalculation,
Defendants violated Labor Code §227.3.

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1 91. Plaintiff and on behalf of Field/Piece-Rate Non-Exempt Class Members and Termination
2 Pay Class Members, seek any and all remedies available under the law to the extent permissible including
3 but not limited to recovery of the unpaid balance of the wages, damages, penalties, interest, attorneys'
4 fees, and costs.

5 **SIXTH CAUSE OF ACTION**
6 **Failure to Authorize and Permit Paid Rest Periods and Pay Rest Premiums by Plaintiff**
7 **and on Behalf of Field/Piece-Rate Non-Exempt Class Members Against Defendants**

8 92. Plaintiff incorporates by reference and realleges each and every allegation contained above,
9 as though fully set forth herein, except for paragraphs 2, 22-23.

10 93. Pursuant to the IWC Wage Orders applicable to Plaintiff and Field/Piece-Rate Non-Exempt
11 Class Members' employment by Defendants:

12 Every employer shall authorize and permit all employees to take rest periods, which insofar
13 as practicable shall be in the middle of each work period. The authorized rest period time
14 shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
15 per four (4) hours or major fraction thereof ... Authorized rest period time shall be counted,
16 as hours worked, for which there shall be no deduction from wages.

17 94. California Labor Code §226.7(b) prohibits an employer from requiring any employee to
18 work during any rest period mandated by an applicable order of the IWC.

19 95. California Labor Code §226.7(d) requires that a rest period mandated pursuant to state law,
20 including but not limited to by statute and/or an applicable order of the IWC shall be counted as hours
21 worked, for which there shall be no deduction from wages.

22 96. California Labor Code §226.7(c) provides that employers who do not provide an employee
23 a rest period in accordance with state law shall pay the employee one additional hour of pay at the
24 employee's regular rate of compensation for each workday that the rest period is not provided.

25 97. Defendants were required to authorize and permit Plaintiff and Field/Piece-Rate Non-
26 Exempt Class Members to take paid rest periods, based upon the total hours worked at a rate of ten minutes
27 net rest per four hours or major fraction thereof, with no deduction from wages.

28 98. From time to time, at times relevant during the statutory periods, Defendants failed to
authorize and permit Plaintiff and Field/Piece-Rate Non-Exempt Class Members to take paid rest breaks
for every four hours worked or major fraction thereof as alleged herein.

99. From time to time, at times relevant during the statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members were not paid properly for their *paid* rest breaks pursuant to California law as alleged herein.

100. From time to time, at times relevant during the statutory periods, Plaintiff and Field/Piece-Rate Non-Exempt Class Members were not paid rest premium wages.

101. At times relevant, California law requires that rest periods shall be counted as hours worked, for which there shall be no deduction from wages and therefore for which Plaintiff and Field/Piece-Rate Non-Exempt Class Members shall receive pay for rest breaks. California Labor Code §226.2(a)(1) and (3) sets forth the requirement for how payment is to be calculated. First, Plaintiff and Field/Piece-Rate Non-Exempt Class Members must be compensated for rest periods separate from any piece-rate compensation (California Labor Code §226.2(a)(1)). Second, Plaintiff and Field/Piece-Rate Non-Exempt Class Members must be separately compensated for rest periods at “a hourly rate that is no less than (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) the applicable minimum wage.” (California Labor Code §226.2(a)(3)).

102. Plaintiff and on behalf of Field/Piece-Rate Non-Exempt Class Members seek any and all remedies available under the law to the extent permissible including but not limited to recovery of the unpaid balance of the wages, damages, penalties, interest, attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION
**Failure to Provide Meal Periods and Meal Periods and Pay Meal Premiums by Plaintiff
and on Behalf of Field/Piece-Rate Non-Exempt Class Members Against Defendants**

103. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 22-23.

104. Pursuant to California Labor Code §512, an employer shall not employ an employee for a work period of more than five hours without providing a meal break of not less than thirty minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the

1 second meal period may be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.

3 105. California Labor Code §226.7(b) prohibits an employer from requiring any employee to
4 work during any meal period mandated by an applicable statute, or applicable regulation, standard, or
5 order of the IWC.

6 106. California Labor Code §226.7(c) provides that employers who do not provide an employee
7 a meal period in accordance with state law including but not limited to an applicable statute or applicable
8 regulation, standard, or order of the IWC, shall pay the employee one additional hour of pay at the
9 employee's regular rate of compensation for each workday that the meal period is not provided.

10 107. Pursuant to the IWC Wage Order applicable to Plaintiff and Field/Piece-Rate Non-Exempt
11 Class Members' employment by Defendants, in order for an "on duty" meal period to be permissible, the
12 nature of the work of the employee must prevent an employee from being relieved of all duties relating to
13 his or her work for the employer and the employee must consent in writing to the "on duty" meal period.
14 Plaintiff and Field/Piece-Rate Non-Exempt Class Members did not consent in writing to proper "on duty"
15 meal periods. Further, the nature of the work of Plaintiff and Field/Piece-Rate Non-Exempt Class
16 Members was not such that they are prevented from being relieved of all duties.

17 108. Despite said requirements of the IWC Wage Order applicable to Plaintiff and Field/Piece-
18 Rate Non-Exempt Class Members' employment by Defendants and California Labor Code §§512 and
19 226.7, Plaintiff and Field/Piece-Rate Non-Exempt Class Members were not, from time to time, provided
20 with meal periods in compliance with the law and were not relieved of all duties during any meal periods
21 they did take, and were not provided with meal premium wages.

22 109. Plaintiff and on behalf of Field/Piece-Rate Non-Exempt Class Members seek any and all
23 remedies available under the law to the extent permissible including but not limited to recovery of the
24 unpaid balance of the wages, damages, penalties, interest, attorneys' fees, and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Claim for Failure to Pay Wages Due on Separation of Employment**
3 **by Plaintiff and on Behalf of Termination Pay Class Members Against Defendants**

4 110. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein, except for paragraphs 2, 22-23.

6 111. California Labor Code §203 provides that if an employer willfully fails to pay
7 compensation promptly upon discharge, as required by California Labor Code §§201, 202, the employer
8 is liable for waiting time penalties in the form of continued compensation for up to thirty workdays.

9 112. During the relevant time frame, Defendants, from time to time, have willfully failed to
10 timely pay Plaintiff and Termination Pay Class Members all wages due upon separation of employment
11 as required by California Labor Code §§ 201-203's timing requirements.

12 113. Defendants' willful failure to timely pay Plaintiff and Termination Pay Class Members their
13 earned wages violates California Labor Code §§201, 202.

14 114. The exact amount of the wages accrued and unpaid at the time of discharge is unknown at
15 this time but information for the calculation may be ascertained from Defendants' records. Based on
16 information and belief, unpaid wages include the amount of work time that went unpaid, underpayment
17 of regular, minimum and overtime wages, non-productive time, paid rest breaks, break premium wages,
18 and underpayment of paid sick time and vacation wages.

19 115. Plaintiff on behalf of Termination Pay Class Members seek to recover any and all remedies
20 available including but not limited to waiting time penalties pursuant to California Labor Code §§203 in
21 an amount according to proof at the time of trial.

22 **NINTH CAUSE OF ACTION**

23 **Claim for Wage Statement Violations by Plaintiff and on Behalf of Wage Statement Class**
24 **Members Against Defendants**

25 116. Plaintiff incorporates by reference and realleges each and every allegation contained
26 above, as though fully set forth herein, except for paragraphs 2, 22-23.

27 117. California Labor Code §226(a) sets forth reporting requirements for employers when they
28 pay wages. In relevant part Section 226(a) provides that

Every employer shall furnish to his or her employees, either as a detachable part of the
draft, or voucher paying the employee's wages, or separately if wages are paid by personal

1 check or cash, an accurate itemized statement in writing showing (1) gross wages earned,
2 (2) total hours worked by the employee..., (3) the number of piece-rate units earned and
3 any applicable piece rate if the employee, (5) net wages earned, (6) the inclusive dates of
4 the period for which the employee is paid, (8) the name and address of the legal entity that
5 is the employer..., (9) all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee.

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11 118. California Labor Code §226(e) provides:

12 An employee suffering injury as a result of a knowing and intentional failure by an
13 employer to comply with subdivision (a) shall be entitled to recover the greater of all actual
14 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
15 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
16 exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to
17 an award of costs and reasonable attorney's fees.

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22 119. California Labor Code §226(e)(2)(B) provides in relevant part:

23 An employee is deemed to suffer injury for purposes of this subdivision if the employer
24 fails to provide accurate and complete information as required by any one or more of items
25 (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily
26 determine from the wage statement alone one or more of the following: (i) The amount of
27 the gross wages or net wages paid to the employee during the pay period or any of the other
28 information required to be provided on the itemized wage statement pursuant to items (2)
to (4), inclusive, (6), and (9) of subdivision (a)..., (iii) the name and address of the employer

120. California Labor Code §226(e)(2)(C) provides in relevant part:

For purposes of this paragraph, “promptly and easily determine” means a reasonable person
would be able to readily ascertain the information without reference to other documents or
information.

121. As alleged herein, during the relevant timeframe, Defendants, from time to time as a result
of conduct alleged herein, knowingly and intentionally failed, and continue to fail to furnish and maintain
for Plaintiff and Wage Statement Class Members, complete and accurate wage statements upon each
payment of wages in violation of California Labor Code §§226(a).

122. Defendants’ failures from time to time during the relevant time period to record and record
properly information required on itemized wage statements were not isolated and unintentional payroll
errors due to clerical or inadvertent mistakes. Indeed, Defendants’ policies, procedures and practices have,
on information and belief, been to purposefully exclude and misreport required information from wage
statements. These omissions occur routinely and were not isolated events. Omissions are evident on the

1 face of the wage statements. As a result, Defendants knew of the omissions and inaccuracies, and intended
2 for the form and content of the wage statements to be inaccurate and incomplete, on information and
3 belief. Further, each of these omissions is a failure to provide accurate and complete information as
4 required by any one or more of items (1) to (9) inclusive of California Labor Code §226(a) and results in
5 Plaintiff and Wage Statement Class Members not being able to promptly and easily determine from the
6 wage statement alone one or more of items required but that has been omitted.

7 123. Plaintiff and Wage Statement Class Members have been injured by these failures because,
8 among other things, these failures required them to perform mathematical computations to analyze
9 amounts paid, and they were not able to determine from the wage statements alone one or more of the
10 items required to be provided.

11 124. Defendants will no doubt continue these illegal practices until such time as it is forced to
12 pay penalties in compliance with California Labor Code §226(e).

13 125. Plaintiff and on behalf of Wage Statement Class Members seek to recover any and all
14 remedies available including statutory penalties, interest, injunctive relief, and attorneys' fees and costs
15 pursuant to California Labor Code §§226(e) and (h).

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17 **TENTH CAUSE OF ACTION**
Unfair Competition Claim by Plaintiff and on Behalf of Class Members Against Defendants

18 126. Plaintiff incorporates by reference and realleges each and every allegation contained
19 above, as though fully set forth herein, except for paragraphs 2, 22-23.

20 127. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair,
21 unlawful, and harmful to Plaintiff, Class Members', Defendants' competitors, Defendants' clients and
22 customers, and the general public. Plaintiff seeks to enforce important rights affecting the public interest
23 within the meaning of California Code of Civil Procedure §1021.5.

24 128. Defendants' policies, activities, and actions as alleged herein are violations of California
25 law and constitute unlawful business acts and practices in violation of California Business and Professions
26 Code §§17200, *et seq.*

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129. A violation of California Business and Professions Code §§17200, *et seq.*, may be predicated on the violation of any state or federal law. In the instant case, as alleged herein, Defendants' policies and practices of not complying with California laws includes the following violations: not paying overtime and minimum wages, unlawful non-payment of wages, unlawful piece-rate system, the non-provision of paid rest breaks, rest breaks and meal periods, not paying all wages due during employment and upon separation of employment, not indemnifying employees for business expenditures, not providing compliant wage statements, not maintaining accurate compliant time records, not complying with vacation and paid sick time laws.

130. Plaintiff and Class Members have been personally aggrieved and injured by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

131. Pursuant to California Business and Professions Code §§17200, *et seq.*, Plaintiff and on behalf of Class Members seek injunctive and restitutionary relief for the period that commences four years prior to the filing of the original Complaint, an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5, and an award of costs.

PAGA ACTION CLAIM

ELEVENTH CAUSE OF ACTION

PAGA Action Claims by Plaintiff and on Behalf of Field/Piece-Rate Non-Exempt PAGA Employees, Termination Pay PAGA Employees, and Wage Statement PAGA Employees Against Defendants

132. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein, except for paragraphs 1, 13-21.

133. PAGA permits an “aggrieved employee” to bring an action on behalf of himself or herself and other current and former employees to address an violations of the California Labor Code.

134. Plaintiff is an “aggrieved employee” as defined under the PAGA.

135. Plaintiff bring this PAGA action on behalf of Field/Piece-Rate Non-Exempt PAGA Employees, Termination Pay PAGA Employees, and Wage Statement PAGA Employees.

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1 136. In this case, as alleged and incorporated herein including via the PAGA Notice, Defendants
2 violated the following California Labor Code sections, and penalties are sought for same because
3 Defendants from time to time at times during the statutory periods: (a) failed to indemnify for business
4 expenses Field/Piece-Rate Non-Exempt PAGA Employees (Labor Code §§2802, 2804); (b) failed to pay
5 timely wages during employment to Field/Piece-Rate Non Exempt PAGA Employees (Labor Code §204);
6 (c) made wage underpayments and untimely payments to Field/Piece-Rate Non-Exempt PAGA
7 Employees (Labor Code §§204, 218, 221, 223, 226, 226.2, 510, 1182, 1194, 1197, 1198); (d) failed to
8 provide to Field/Piece-Rate Non-Exempt PAGA Employees meal periods and authorize and permit paid
9 rest periods, and failed to accurately pay meal and rest premiums to Field/Piece-Rate Non-Exempt PAGA
10 Employees (Labor Code §§204, 226.2, 226.7(b), (c), 512, 1198); (e) failed to pay to Field/Piece-Rate Non-
11 Exempt PAGA Employees overtime, meal and rest premiums, paid rest breaks and paid time off/paid sick
12 using the regular rate of pay/compensation and proper divisor (Labor Code §§204, 226.2, 226.7(b), (c),
13 227.3, 246(l), 510, 512(a), 1198); (f) failed to compliantly pay vacation wages and paid sick leave and at
14 the proper rates of pay to Field/Piece-Rate Non-Exempt PAGA Employees and Termination Pay PAGA
15 Employees (Labor Code §§204, 218, 227.3, 245-247); (g) failed to pay all wages due and owing timely at
16 separation/discharge of employment and failed to pay waiting time penalties to Field/Piece-Rate Non-
17 Exempt PAGA Employees and Termination Pay Employees (Labor Code §§201, 202, 203, 204, 218, 221,
18 223, 226.2, 227.3, 510, 512, 1182, 1194, 1197, 1198); (h) failed to record, provide and maintain accurate
19 and compliant wage statements, and records with respect to Wage Statement PAGA Employees and
20 Field/Piece-Rate Non-Exempt PAGA Employees (Labor Code §§226(a), 226.2(a), 246(i), 1174(d), 1198,
21 1198.5).

22 137. For these violations, Plaintiff seeks all available remedies under the PAGA including
23 PAGA penalties on behalf of the State of California, Field/Piece-Rate Non-Exempt PAGA Employees,
24 Termination Pay PAGA Employees, and Wage Statement PAGA Employees plus attorney's fees and
25 costs.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff requests entry of judgment against each defendant, jointly and severally,
3 as follows:

4 **Class Certification**

- 5 1. That the First through Tenth Causes of Action be certified as a class action;
6 2. That Plaintiff be appointed as the representatives of all members of the Classes; and
7 3. That counsel for Plaintiff be appointed as counsel for all Classes.

8 **On the First Cause of Action**

- 9 1. For indemnification pursuant to §2802;
10 2. For pre-judgment interest from the date on which the employee incurred the necessary
11 expenditure or loss;
12 3. For reasonable attorneys' fees and costs;
13 4. For such other and further relief as the Court deems proper.

14 **On the Second Cause of Action**

- 15 1. For all unpaid overtime wages;
16 2. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest
17 thereon pursuant;
18 3. For reasonable attorneys' fees and costs;
19 4. For interest;
20 5. For such other and further relief as the Court deems proper.

21 **On the Third Cause of Action**

- 22 1. For compensatory damages equal to the amount of unpaid minimum wage compensation
23 owed to Plaintiff and Class Members;
24 2. For pre-judgment interest on any unpaid minimum wage compensation due from the day
25 that such amounts were due;
26 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest
27 thereon pursuant to California Labor Code §1194.2;
28 4. For payment of waiting time penalties according to proof;

5. For reasonable attorneys' fees and costs; and
6. For such other and further relief as the Court deems proper including that under 1194, 1194.2 and 1197.

On the Fourth Cause of Action

1. For unpaid wages;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees and costs;
4. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For unpaid wages;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees and costs;
4. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

1. For compensatory damages equal to the amount of unpaid rest period compensation owed;
2. For pre-judgment interest on any unpaid rest period compensation due from the day that such amounts were due;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant;
4. For reasonable attorneys' fees and costs;
5. For one hour of premium pay for each day in which a required rest period was not provided;
6. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. For one hour of premium pay for each day in which a required meal period was not provided;

2. For pre-judgment interest on any unpaid meal period compensation due from the day that such amounts were due;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant;
4. For payment of waiting time penalties according to proof;
5. For reasonable attorneys' fees and costs;
6. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

1. For statutory penalties pursuant to California Labor Code §203;
2. For reasonable attorneys' fees and costs;
3. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

1. For statutory damages pursuant to California Labor Code §226(e);
2. For reasonable attorneys' fees and costs pursuant to California Labor Code §226(e) and (h);
3. For injunctive relief pursuant to California Labor Code §226(h);
4. For penalties as available;
5. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

1. That Defendants pay restitution and/or disgorgement of sums to Plaintiff and Class in an amount according to proof;
2. For injunctive relief;
3. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
4. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover under California Code of Civil Procedure §1021.5;
5. For costs of suit incurred herein;
6. For such other and further relief as the Court deems proper.

1 On the Eleventh Cause of Action

- 2 1. For civil penalties according to proof including underpaid wages as part of civil penalties;
3 2. For attorneys' fees and costs; and
4 3. For such other and further relief as the Court deems proper.
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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff requests a jury trial in this matter as permitted.

8 Dated: September 8, 2025

RICHARD LAW, P.C.

9 By: Diane Richard

10 DIANE E. RICHARD

11 Attorneys for Plaintiff Leticia Bonnet
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EXHIBIT 1

July 3, 2025

VIA ONLINE SUBMISSION

STATE OF CALIFORNIA
LABOR & WORKFORCE DEVELOPMENT AGENCY/DIR

VIA U.S. CERTIFIED MAIL

Vital Plus Home Health Care
Attn: Mary Leste, Agent
5401 Tech Circle
Moorpark, CA 93021

Mary Leste
c/o Vital Plus Home Health Care
5401 Tech Circle
Moorpark, CA 93021

Shelley Chilton
c/o Vital Plus Home Health Care
5401 Tech Circle
Moorpark, CA 93021

Re: Notice of Claims/Labor Code Private Attorneys General Act of 2004, California Labor Code §2698, et seq.

To: California Labor and Workforce Development Agency, Vital Plus Home Health Care, Mary Leste, and Shelley Chilton:

This firm represents Leticia Bonnet (“Bonnet”), a former employee at Vital Plus Home Health Care (“Vital Plus”) which does business as Access TLC Home Health Care. This notice is intended to constitute notice, including notice pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code¹ §2698, et seq. (“PAGA”), of the provisions of the California Labor Code alleged to have been violated including the facts and theories to support the alleged violations by Vital Plus, and officers and directors Mary Leste (CEO, Secretary) and Shelley Chilton (CFO). Collectively, Vital Plus, Mary Leste and Shelley Chilton are “PAGA Defendants.” Bonnet is an aggrieved employee as she was employed by the alleged violators and personally suffered each of the violations alleged during the statutory period. Bonnet alleges that Vital Plus, Mary Leste, and Shelley Chilton have violated the following California Labor Code provisions and with respect to other current and former employees (“PAGA Employees”).

Pursuant to its Statement of Information filed with the California Secretary of State, Vital Plus is in the business of health care. Vital Plus provides client/patient care and assistance services through Vital Plus

¹ All statutory references herein are to the California Labor Code unless otherwise specified. The California Labor Code is referred to herein as “LC.”

July 3, 2025

Page 2

team members including employees. Ms. Bonnet was employed as a part of the Vital Plus team and performed some of her work in the field.

PAGA Employees collectively are defined as:

Any and all persons who are or were non-exempt employees of Vital Plus Home Health Care in the state of California, however titled, who have worked in whole or in part in the field and/or have been paid in whole or in part a piece-rate, at any time since one year prior to this July 3, 2025 PAGA Notice (hereinafter collectively referred to as the “Field/Piece-Rate Non-Exempt PAGA Employees”)

Any and all Field/Piece-Rate Non-Exempt PAGA Employees who, at any time since one year prior to this July 3, 2025 PAGA Notice, either voluntarily or involuntarily separated from their employment (hereinafter collectively referred to as the “Termination Pay PAGA Employees”)

Any and all Field/Piece-Rate Non-Exempt PAGA Employees who, at any time since one year prior to this to this July 3, 2025 PAGA Notice, were issued a wage statement (hereinafter collectively referred to as the “Wage Statement PAGA Employees”)

Failure to Indemnify for Business Expenses

From time to time at times relevant, including in the statutory periods, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton), has required, Field/Piece-Rate Non-Exempt PAGA Employees including Ms. Bonnet, to provide home offices, telephones, telephone and data services, personal vehicles, and supplies and equipment for business use, but without appropriate indemnification and reimbursement. Use of the home for business has not been reimbursed nor has internet and certain required supplies/equipment including but not limited to stethoscope. And while Vital Plus, at times, does provide some reimbursement for personal vehicle (based on mileage) and telephone (based on a flat sum) the amounts are not sufficient and do not full indemnification for business usage. Per policy, Vital Plus has paid mileage for personal vehicle usage at the IRS mileage rate but it does not pay for all work usage including but not limited to first and last patient visits and at a rate that provides full indemnification for business use. Further, per policy, Vital Plus has a reimbursement rate for cell phones that does not reimburse in full for business use of cell phones/telephone business usage. These practices violates LC Section 2802. Section 2802 states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful...” Additionally, Section 2804 states, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As a result, Section 2802 is violated.

Late Wage Payments During Employment

From time to time at times relevant, including in the statutory periods, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has a policy and practice of paying wages late to Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees during employment as a result of paying later than seven (7) days following the close of the payroll period. Pay date is generally the eighth (8th) day following the close of the payroll period. This violates LC section 204.

Wage Underpayments and Untimely Payments

From time to time at times relevant, including in the statutory periods, under the Vital Plus compensation policy, Field/Piece-Rate Non-Exempt PAGA Employees, including Bonnet, have been paid on a piece-rate basis and/or an hourly basis depending on the task. Under both the piece-rate and hourly system, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has underpaid the Field/Piece-Rate Non-Exempt PAGA Employees and also have made untimely payments to them.

Piece-Rate Pay - During times relevant including in the statutory periods, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has compensated Field/Piece-Rate Non-Exempt PAGA Employees, including Bonnet, in whole or in part in a pay period, on a piece-rate basis wherein these employees are to receive pay, not based on time worked, but on other criteria such as by the patient. Pursuant to Vital Plus policy, such piece-rate compensation is not based on the amount of time a Field/Piece-Rate Non-Exempt PAGA Employee was suffered or permitted to work but rather based on a piece-rate structure such as the number of patients. For example, per policy, a Field/Piece-Rate Non-Exempt PAGA Employee paid a flat sum rate per patient (e.g. \$35 per patient) was paid that amount regardless of the amount of time suffered or permitted to work and also notwithstanding that some of the work performed was non-productive time.

Per policy, Vital Plus identifies the following tasks as included in a per patient care flat sum rate: travel time, charting/paperwork, and payroll documentation time. Providing direct client/patient care and/or assistance is productive time; the tasks of travel time, charting/paperwork and payroll documentation time are all instances of non-productive time. As a result of the Vital Plus piece-rate system, Vital Plus made wage deductions, from earned piece-rate wages (e.g. productive time for direct patient care), to pay for time where Field/Piece-Rate Non-Exempt PAGA Employees were working but could not earn a piece-rate (e.g. non-productive time such as work drive time, charting/paperwork and payroll documentation time). As a result, certain work tasks have gone uncompensated under this piece-rate pay structure and not all time worked has been compensated for. For instance, work drive time, charting/paperwork and payroll documentation time are all instances of work that has not been compensated for because these items were impermissibly included per-patient flat sum rate. Through these actions, what Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) is doing in reality, is making illegal deductions from earned wages and allocating these deducted wages to purportedly meet its wage obligations (including minimum wage requirements) and paid rest period obligations for accounting purposes. Other work tasks including but not limited to pre-patient and post-patient tasks, patient contacts and communications, routing, scheduling, supply/equipment stocking, and handling, transporting supply/equipment to/from patients/clients; administrative meetings and other administrative work, work

and communications, work drive time, fueling, delays, standby time, wait time and on-call time, are all instances of non-productive time and not paid for.

Hourly Pay – During times relevant including in the statutory periods, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has compensated Field/Piece-Rate Non-Exempt PAGA Employees, including Bonnet, in whole or in part in a pay period, on an hourly basis wherein these employees are purported to receive pay based on time worked for certain tasks. Under the hourly-pay policy, Vital Plus purports to pay an hourly rate of pay for some work tasks including but not limited to orientations and meetings such as case conferences, staff meetings and in-services. Any compensation that is in fact being paid on an hourly basis however does not fully compensate for all time worked in that Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) does not capture all time worked in any hourly paid system. There is no timekeeping system that captures all work time.

The Vital Plus policy and its practices prevent Field/Piece-Rate Non-Exempt PAGA Employees from recording all work time and getting paid for all work time. Examples of work time that is not being paid for on an hourly basis include travel time, charting/paperwork, and payroll documentation time because these are (albeit illegally) included in a per patient care flat sum rate per Vital Plus policy. Examples of work that is not being paid for on an hourly basis and is not said to be included in a piece-rate include but are not limited to: pre-patient and post-patient tasks, patient contacts and communications, routing, scheduling, supply/equipment stocking and handling, administrative meetings and other administrative work, work and communications, work drive time, fueling, delays, standby time, wait time and on-call time. Despite each of these items being non-productive work time, these work tasks have not been paid.

At times during the relevant statutory period, Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees were non-exempt and worked overtime hours as defined by California law. Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has failed to pay overtime wages, and accurately pay those wages, to Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees. The reasons for this failure include but is not limited to Vital Plus: not paying for overtime hours, not calculating the overtime rate of pay properly (using incorrect overtime multiplier and regular rate of pay); not paying overtime for all overtime hours (including but not limited to not paying daily and weekly overtime) and not calculating/paying overtime properly based on its workday/workweek.

The piece-rate practice and policy at Vital Plus, at times during the relevant statutory period, deprives Field/Piece-Rate Non-Exempt PAGA Employees compensation for rest periods and other nonproductive time separate from any piece-rate compensation. Field/Piece-Rate Non-Exempt PAGA Employees working under the piece-rate structure, did so earning no pay for a portion of their workday. Instead, deductions were made, unlawful under California Labor Code, from earned piece rate pay (for productive time) to purportedly pay for time where piece-rate compensation was unavailable. This piece rate formula did not compensate directly for all time worked and thus does not comply with California law because, even if, averaged out, it would not pay at least minimum wage for all hours worked as averaging piece-rate wages over total hours worked results in underpayment of employee wages required by contract under LC §223, as well as an improper collection of wages paid to an employee under LC §221. The total compensation paid for any day in the pay period is less than what is due under the applicable minimum wage and any required overtime compensation. The piece-rate compensation plan also violates and does

not comply with LC §226.2(a) for reasons including that “nonproductive time” (“time under the employer’s control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis”) and rest and recovery periods were not being separately compensated for. LC §226.2(a)(1) states “Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation” and LC §226.2(a)(4) states “Employees shall be compensated for other nonproductive time at an hourly rate that is no less than the applicable minimum wage.” The piece-rate plan does not comply with these subsections.

As a result of these actions, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) fails to pay overtime wages correctly to Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees, thereby violating LC sections 510, 1194, and 1198. As a result of these actions, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) fails to pay minimum and regular wages correctly (and makes unlawful deductions) to Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees thereby violating LC sections 218, 221, 223, 226.2, 1182, 1194, 1197, and 1198. Additionally, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has violated LC section 204 by failing to pay these wages during employment when due at the times proscribed by Section 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty. Wage statement violations additionally have occurred as a result of Vital Plus’ (including but not limited through the actions of Mary Leste, and Shelley Chilton) overtime violations in that, in violation of LC section 226(a), earned wages including overtime wages and total hours worked are not reported at all or reported incorrectly on wage statements, the applicable overtime rate of pay and hours are either not reported or if reported are listed incorrectly, and the inclusive dates of the pay period for which the overtime wages are paid is not identified. Ms. Bonnet reported to Vital Plus complaints about the piece-rate system, not getting paid correctly for overtime, all work time and paid time off, and business expenses, among other items, but to no avail.

Failure to Provide Meal Periods and Authorize and Permit Paid Rest Periods/Failure to Accurately Pay Meal and Rest Break Premiums

Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) failed to provide compliant meal periods and authorize and permit compliant paid rest periods at all times to Field/Piece-Rate Non-Exempt PAGA Employees including Ms. Bonnet. In summary, there were anti-meal and rest break policies, practices and procedures.

At times during the relevant statutory period, Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees have been denied compliant meal periods on days where they work over five hours, over six hours, over ten hours, and over twelve hours. On information and belief, there was no formal, written compliant meal period policy and meal periods were not scheduled by the company. At times during the relevant statutory period, and on days where Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees worked more than five (5) hours in a workday, they failed to have an opportunity to take a thirty (30) minute, unpaid off-duty meal period within the times specified by law. No such opportunity was provided due to the work demands and scheduling. Thus, during the relevant time frame, from time to time, Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees have been denied the opportunity to take compliant meal periods. Moreover, Ms. Bonnet and other Field/Piece-Rate Non-

Exempt PAGA Employees have not voluntarily waived their meal periods. Moreover, during the relevant time frame, Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees at times worked over ten (10) hours in a workday but were not provided with the opportunity to take a second thirty (30) minute, unpaid off-duty meal period by the time period specified by law. Second meal periods were not scheduled and there has not been a meal period policy and practice providing for an option of second meal periods. Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees have not waived their second meal periods. From time to time therefore, no opportunity for second meal periods have been provided to Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees even on days where they worked in excess of twelve (12) hours. Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has never paid Ms. Bonnet, and on information and belief, never paid other Field/Piece-Rate Non-Exempt PAGA Employees all extra hours of pay at the regular rate of pay as required by California law where meal periods were not provided.

At times during the relevant statutory period, on information and belief, there was no formal, written compliant rest period policy. At times during the relevant statutory period, and on days where Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees have worked at least three and one-half (3.5) hours in a workday, they have been not authorized and permitted to take paid rest breaks at least ten (10) minutes in length for every “major fraction” of every four (4) hour work period. No such opportunity was provided due to the work demands and scheduling. Thus, Ms. Bonnet and other Field/Piece-Rate Non-Exempt PAGA Employees have not been authorized and permitted to take paid rest breaks. Additionally, due to the piece-rate pay practice at the company, those under the piece-rate plan were not authorized and permitted paid rest breaks at all required times due to reasons that include that: all paid rest break time was not paid for; if rest breaks were paid, it was paid at an incorrect rate of pay and for an incorrect amount of time; and because pay under a piece-rate structure only pays for some active work on jobs and therefore any rest periods would be unpaid time. Ms. Bonnet, and on information and belief, other Field/Piece-Rate Non-Exempt PAGA Employees were not paid for all rest break time that is required by law to be paid nor were they paid all extra hours of pay as required by California law where rest breaks were not authorized and permitted.

Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has violated California Labor Code sections 226.2, 226.7(b) and (c), 512, and 1198. Additionally, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has violated Labor Code section 204 by failing to pay for paid rest breaks and failing to pay premium wages due for meal and rest premiums during employment at the times proscribed by Section 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty.

Failure to Pay Overtime, Meal and Rest Premiums, Paid Rest Breaks and Paid Time Off/Paid Sick Using the Regular Rate of Pay/Compensation and Proper Divisor

Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has from time to time during the statutory period paid Field/Piece-Rate Non-Exempt PAGA Employees various forms of non-discretionary pay (including but not limited to piece-rate and hourly pay) that collectively form the employee’s regular rate of pay/compensation (hereinafter “regular rate of pay”).

The California Labor Code requires that overtime wages, meal and rest premium wages, paid rest breaks and paid time off/sick time must be calculated using the employee's regular rate of pay. Here, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) miscalculated Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees' overtime wages, paid rest breaks, meal and rest premium wages, and paid time off/sick time wages in that when these wages were paid, if at all, the wages were not paid correctly including for the reasons that the correct regular rate of pay was not used at all times (and at times only a base rate of pay was used), and the correct number divisor and dividend was not used in the calculations. The result is an underpayment of wages both during employment and upon separation of employment, a loss of overtime wages, inaccurate wage statements, and a loss of regular, break premium, paid rest break and paid time off/sick time wages. As a result, LC sections 226.2, 226.7(b), (c), 227.3, 246(l), 510, 512(a), and 1198 have been violated. Additionally, LC section 204 is violated by failing to pay the wages due during employment at the times proscribed by statute and Sections 201/202 and 203 are violated by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees as applicable. Wage statement violations additionally have occurred as a result of wage violations, underpayments and under reporting, and misreporting of information required to be in the wage statements pursuant to LC sections 226(a) and 226.2 including but not limited to gross and net wages earned; the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period, and the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period.

Paid Time Off Policy - Vacation Wages and Sick Leave

During times relevant including in the statutory periods, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) provides Field/Piece-Rate Non-Exempt PAGA Employees with paid time off in the form of vacation time and sick time. On information and belief, all accrued but unused vacation time is not paid out to Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees and Termination Pay PAGA Employees whose employment has ended, at the final rate of pay upon separation of employment, in violation of California Labor Code §227.3. The reasons for this include but is not limited to that all accrued vacation time is not paid out at separation and also that when paid, vacation time is paid at a rate of pay that is lower than that required thereby leaving vacation time/wages due and owing. As a result, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) violates LC section 227.3 with respect to Field/Piece-Rate Non-Exempt PAGA Employees and Termination Pay PAGA Employees eligible for the vacation plan. Additionally, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has violated Labor Code sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty.

At times during the relevant statutory periods, the paid sick time has been subject to LC §§245 et seq. (California's Healthy Workplaces, Healthy Families Act of 2014) including the requirements relating to the amount, terms and rate of compensation set forth in said law. On information and belief, at times during the relevant statutory period, the PTO policy has failed to provide to Field/Piece-Rate Non-Exempt PAGA Employees the amount due for paid sick time in conformance with the accrual requirements of LC

§246 and at the correct rate of pay, thereby denying, at times, paid sick time wages. LC §246.5(a)'s requirement that paid sick time must not be accompanied by a condition of using paid sick days that the employee search for or find a replacement worker to cover the days during which the employee uses paid sick days, on information and belief, has been violated from time to time during the statutory period due to Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) requesting said information when requesting paid sick time. Further, notice of available paid sick time further has not appropriately recorded, including on itemized wage statements, as required by California Labor Code §§226(a), 246(i) at all times relevant. Additionally, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has violated Labor Code sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty. Sections 204, 246-247 has also been violated by failing to pay the required wages during employment by the times required by 204, 246-247.

Untimely Payment of Wages and Withholding of Wages

At times during the relevant statutory period, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) including through conduct alleged herein has from time to time failed to timely pay all wages due to Ms. Bonnet, Field/Piece-Rate Non-Exempt PAGA Employees and Termination Pay PAGA Employees: (a) during employment as required by LC §204's timing requirements including but not limited through the: (i) failure to pay all minimum, regular and overtime wages for time worked, all non-productive time and paid rest breaks as applicable and at the correct rates of pay; (ii) failure to pay accurate overtime wages and at the correct rates of pay; (iii) failure to pay meal and rest premiums and at the correct rates of pay; (iv) failure to pay mandatory sick time wages and at the correct rates of pay; and (b) upon separation of employment as required by LC §§201-203's timing requirements including but not limited through the (i) failure to pay all minimum, regular and overtime wages for time worked, all non-productive time and paid rest breaks as applicable and at the correct rates of pay; (ii) failure to pay accurate overtime wages and at the correct rates of pay; (iii) failure to pay meal and rest premiums and at the correct rates of pay; (iv) failure to pay vacation wages per LC §227.3's requirements of payment of accrued but unused vacation upon separation of employment; (v) general failure to pay final wages including vested vacation wages by the time periods required by Sections 201-202 and at the correct rates of pay; (vi) failure to mandatory sick time wages and at the correct rates of pay. Also violated is LC §218 through the failure to pay all contractual wages due.

Failure to Record, Provide and Maintain Accurate and Compliant Wage Statements and Records

At times during the relevant statutory period, Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has failed to properly and accurately record and maintain information for Ms. Bonnet and Field Non-Exempt PAGA Employees as required by law including through the conduct alleged herein and as a result of the failure to record: all hours worked and start and end times of work periods (including but not limited to productive time, non-productive time/non-piece rate time, and drive time), meal break start and end times; and compensable rest periods. Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) has failed to maintain records documenting (i) accurate itemized wage statements required by LC §§226(a), 226.2(a)(2) and written notice of paid sick leave required by LC §246(i); (ii) payroll records showing the hours worked daily by and wages paid as required by LC §1174(d); (iii) the amount of hours and rate of compensation for rest

July 3, 2025

Page 9

periods and other non-productive time under LC §226.2(a); and (iv) time records showing beginning and end of each work period, meal periods, split shift intervals, and total daily hours worked; total hours worked in the payroll period and applicable rates of pay; wage statements; and complete piece rate plan documents and production records as required by LC §1198 and the applicable IWC Wage Order. Further, LC section 1198 is violated through the failure to have time records compliant with the “Records” section of the wage order including but not limited to the recording of start and end times of each work period and meal periods.

Further, wage statements for Ms. Bonnet and Field/Piece-Rate Non-Exempt PAGA Employees and Wage Statement PAGA Employees, in violation of LC §§226(a) and 226.2, from time to time during the statutory periods, are not correct and not compliant in that wage statements including for reasons that the statements (i) do not accurately report gross and net wages earned (in violation of LC §226(a)(1), (5)) including as a result of misreporting wages earned; (ii) on their face, do not report net wages earned (in violation of LC §226(a)(5) but rather reports net pay which includes non-wage adjustments including but not limited to non-wage reimbursements; (iii) on their face, do not report total hours worked by the employee (in violation of LC §226(a)(2)); (iv) on their face, do not report the number of piece-rate units earned and any applicable piece rate (in violation of LC §226(a)(3)) including but not limited to for the reason that piece-rate units are not identified as piece-rate units; (v) do not accurately report the number of piece-rate units earned and any applicable piece rate (in violation of LC §226(a)(3)) including but not limited to for the reason that this information is misreported; (vi) on their face, do not report all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee (in violation of LC §226(a)(9)); (vii) do not report the total hours of compensable rest (and recovery periods, if applicable), the rate of compensation, and the gross wages paid for those periods during the pay period, and the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period (in violation of LC §226.2(a)(2)). As a result, Ms. Bonnet and Wage Statement PAGA Employees and Field/Piece-Rate Non-Exempt PAGA Employees could not promptly and easily determine from the wage statement alone the accurate information. Wage statements further report the following information – Access TLC Home Health Care, 5401 Tech Circle, Moorpark, CA 93021, VITAL PLUS HOME HEALTH CARE, INC. From this information it is not readily identifiable (per LC §226(a)(8)), the name and address of the legal entity that is the employer and further pursuant to the California Secretary of State and the Statement of Information for the company, the true legal name of Vital Plus is Vital Plus Home Health Care (and not Vital Plus Home Health Care, Inc.). The wage statements therefore are confusing and misleading about the correct identity of the Employer.

Vital Plus (including but not limited through the actions of Mary Leste, and Shelley Chilton) also has failed to produce to Ms. Bonnet her time records upon her written request to it on or about January 21, 2025, in violation of California law including but not limited to LC §§1174, 1198, 1198.5.

Please feel free to contact the undersigned with any questions you may have.

Very truly yours,

Diane Richard

Diane E. Richard