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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

05/15/2026

Clerk of the Court

BY: ANNIE PASCUAL

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

GELENIA SANCHEZ, ELIANA ALBA,
NICOLE DECUIR, MARY GREEN,
JAMEICA HATCH, and RHYAN E. HODGE,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

HOMEBRIDGE, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-23-604614

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246;
10. DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;
11. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF CAL. GOV. CODE § 12940(n);
12. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF CAL. GOV. CODE § 12940(m);
13. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; and
14. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*].

DEMAND FOR A JURY TRIAL

1 Plaintiffs Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge
2 (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current
3 and former employees allege on information and belief, except for their own acts and
4 knowledge which are based on personal knowledge, the following:

5
6 **THE PARTIES**

7 1. Homebridge, Inc. (“DEFENDANT”) is a California Corporation that at all
8 relevant times mentioned herein conducted and continues to conduct substantial business in the
9 state of California.

10 2. DEFENDANT provides in home care giving services in California.

11 3. Plaintiff Sanchez was employed by DEFENDANT in California from March of
12 2002 to October 28, 2022 as a Service Delivery Scheduler and was at all times classified by
13 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
14 required meal and rest periods and payment of minimum and overtime wages due for all time
15 worked.

16 4. Plaintiff Alba was employed by DEFENDANT in California from February of
17 2021 to July of 2022 as a Home Care Provider and was at all times classified by DEFENDANT
18 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
19 rest periods and payment of minimum and overtime wages due for all time worked.

20 5. Plaintiff Decuir was employed by DEFENDANT in California from August of
21 2019 to July of 2023 as a Home Care Provider and was at all times classified by DEFENDANT
22 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
23 rest periods and payment of minimum and overtime wages due for all time worked.

24 6. Plaintiff Green was employed by DEFENDANT in California from July of 2013
25 to June of 2023 as a Home Care Provider and was at all times classified by DEFENDANT as
26 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
27 rest periods and payment of minimum and overtime wages due for all time worked.

28 7. Plaintiff Hatch was employed by DEFENDANT in California from June of 2021

1 to September of 2022 as a Home Care Provider and was at all times classified by DEFENDANT
2 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
3 rest periods and payment of minimum and overtime wages due for all time worked.

4 8. Plaintiff Hodge was employed by DEFENDANT in California from December
5 of 2023 to August of 2024 as a Home Care Provider and was at all times classified by
6 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
7 required meal and rest periods and payment of minimum and overtime wages due for all time
8 worked.

9 9. PLAINTIFFS bring this Class Action on behalf of themselves and a California
10 class, defined as all individuals who are or previously were employed by DEFENDANT who
11 were classified as non-exempt Caregiver employees who received EMG pay from Defendant
12 in the State of California (the "CALIFORNIA CLASS") at any time during the period beginning
13 February 10, 2019 and ending on December 21, 2025 (the "CALIFORNIA CLASS PERIOD").

14 10. PLAINTIFFS bring this Class Action on behalf of themselves and a
15 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
16 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's
17 policy and practice which failed to lawfully compensate these employees. DEFENDANT's
18 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
19 whereby DEFENDANT retained and continues to retain wages due PLAINTIFFS and the
20 other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
21 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
22 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA
23 CLASS who have been economically injured by DEFENDANT's past and current unlawful
24 conduct, and all other appropriate legal and equitable relief.

25 11. The true names and capacities, whether individual, corporate, subsidiary,
26 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
27 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
28 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this

1 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
2 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
3 information and belief allege, that the Defendants named in this Complaint, including DOES
4 1 through 50, inclusive, are responsible in some manner for one or more of the events and
5 happenings that proximately caused the injuries and damages hereinafter alleged.

6 12. The agents, servants and/or employees of the Defendants and each of them
7 acting on behalf of the Defendants acted within the course and scope of his, her or its
8 authority as the agent, servant and/or employee of the Defendants, and personally
9 participated in the conduct alleged herein on behalf of the Defendants with respect to the
10 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
11 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and
12 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
13 of the conduct of the Defendants' agents, servants and/or employees.

14 15 **THE CONDUCT**

16 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
17 was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time
18 worked, meaning the time during which an employee is subject to the control of an
19 employer, including all the time the employee is suffered or permitted to work.
20 DEFENDANT requires PLAINTIFFS and CALIFORNIA CLASS Members to work
21 without paying them for all the time they are under DEFENDANT's control. Among other
22 things, DEFENDANT requires PLAINTIFFS to work while clocked out during what are
23 supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time
24 interrupted by work assignments while clocked out for what should have been
25 PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company
26 policy and procedure, administers a uniform practice of rounding the actual time worked and
27 recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of
28 DEFENDANT, so that during the course of their employment, PLAINTIFFS and

1 CALIFORNIA CLASS Members are paid less than they would have been paid had they
2 been paid for actual recorded time rather than “rounded” time. Additionally, DEFENDANT
3 engages in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to
4 perform work off the clocking that DEFENDANT, as a condition of employment, required
5 these employees to submit to mandatory temperature checks and symptom questionnaires for
6 COVID-19 screening prior to clocking into DEFENDANT’s timekeeping system for the
7 workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit
8 minimum wage, overtime wage compensation, and off-duty meal breaks by working without
9 their time being correctly recorded and without compensation at the applicable rates.

10 DEFENDANT’s policy and practice not to pay PLAINTIFFS and other CALIFORNIA
11 CLASS Members for all time worked, is evidenced by DEFENDANT’s business records.

12 14. State and federal law provides that employees must be paid overtime and meal
13 and rest break premiums at one-and-one-half times their “regular rate of pay.”

14 PLAINTIFFS and other CALIFORNIA CLASS Members are compensated at an hourly rate
15 plus incentive pay that is tied to specific elements of an employee’s performance.

16 15. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
17 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid
18 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
19 performance for DEFENDANT. The non-discretionary incentive program provided all
20 employees paid on an hourly basis with incentive compensation when the employees met the
21 various performance goals set by DEFENDANT. However, when calculating the regular
22 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and
23 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
24 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
25 overtime pay and meal and rest break premium pay. Management and supervisors described
26 the incentive program to potential and new employees as part of the compensation package.
27 As a matter of law, the incentive compensation received by PLAINTIFFS and other
28 CALIFORNIA CLASS Members must be included in the “regular rate of pay.” The failure

1 to do so has resulted in a underpayment of overtime compensation and meal and rest break
2 premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

3 16. As a result of their rigorous work schedules, PLAINTIFFS and other
4 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
5 off duty meal breaks and were not fully relieved of duty for their meal periods.
6 PLAINTIFFS and other CALIFORNIA CLASS Members were required from time to time
7 to perform work as ordered by DEFENDANT for more than five (5) hours during some
8 shifts without receiving a meal break. Further, DEFENDANT from time to time failed to
9 provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal
10 period for some workdays in which these employees were required by DEFENDANT to
11 work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the
12 meal period times to avoid paying penalties to PLAINTIFFS and other CALIFORNIA
13 CLASS Members. PLAINTIFFS and other members of the CALIFORNIA CLASS
14 therefore forfeit meal breaks without additional compensation and in accordance with
15 DEFENDANT's corporate policy and practice.

16 17. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
17 CALIFORNIA CLASS Members were also required from time to time to work in excess of
18 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
19 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
20 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
21 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
22 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
23 worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA
24 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
25 the applicable California Wage Order requires employers to provide employees with off-
26 duty rest periods, which the California Supreme Court defined as time during which an
27 employee is relieved from all work related duties and free from employer control. In so
28 doing, the Court held that the requirement under California law that employers authorize and

1 permit all employees to take rest period means that employers must relieve employees of all
2 duties and relinquish control over how employees spend their time which includes control
3 over the locations where employees may take their rest period. Employers cannot impose
4 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
5 back. Here, DEFENDANT's policy restricted PLAINTIFFS and other CALIFORNIA
6 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
7 which states PLAINTIFFS and other CALIFORNIA CLASS Members cannot leave the
8 work premises during their rest period.

9 18. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
10 accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the
11 actual amount of time these employees worked. Pursuant to the Industrial Welfare
12 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and other
13 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
14 employee was subject to the control of an employer, including all the time the employee was
15 permitted or suffered to permit this work. DEFENDANT required these employees to work
16 off the clock without paying them for all the time they were under DEFENDANT's control.
17 As such, DEFENDANT knew or should have known that PLAINTIFFS and the other
18 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
19 result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeited time worked by
20 working without their time being accurately recorded and without compensation at the
21 applicable minimum wage and overtime wage rates. To the extent that the time worked off
22 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
23 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
24 1197, and 1197.1.

25 19. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
26 other members of the CALIFORNIA CLASS with complete and accurate wage statements
27 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
28 Code § 226 provides that every employer shall furnish each of his or her employees with an

1 accurate itemized wage statement in writing showing, among other things, gross wages
2 earned and all applicable hourly rates in effect during the pay period and the corresponding
3 amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA CLASS
4 Members were paid on an hourly basis. As such, the wage statements should reflect all
5 applicable hourly rates during the pay period and the total hours worked, and the applicable
6 pay period in which the wages were earned pursuant to California Labor Code Section
7 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other
8 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
9 wage statements failed to identify the accurate total hours worked each pay period. When
10 the hours shown on the wage statements were added up, they did not equal the actual total
11 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
12 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS
13 an itemized wage statement that lists all the requirements under California Labor Code 226
14 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the other
15 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
16 § 226.

17 20. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
18 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
19 the wages are paid not more than seven (7) calendar days following the close of the payroll
20 period. Cal. Lab. Code § 210 provides:

21 in [I]n addition to, and entirely independent and apart from, any other penalty provided
22 this article, every person who fails to pay the wages of each employee as provided in
23 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
24 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

25 21. DEFENDANT from time to time failed to pay PLAINTIFFS and members of
26 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
27 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
28 the “Hourly” regular wage payments.

1 22. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other
2 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
4 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
5 of pay, DEFENDANT underpaid sick pay to PLAINTIFFS and other CALIFORNIA
6 CLASS Members at their base rates of pay.

7 23. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
8 employees be calculated by dividing the employee's total wages, not including overtime
9 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
10 days of employment.

11 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
12 at the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely
13 earned non-discretionary incentive wages which increased their regular rate of pay.
14 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
15 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay,
16 as required under Cal. Lab. Code Section 246.

17 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
18 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
19 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are
20 informed and believe and based thereon allege that such failure to pay sick pay at regular
21 rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose
22 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
23 Sections 201-203.

24 26. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
25 to collect or receive from an employee any part of wages theretofore paid by said employer
26 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and
27 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
28 compensation payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS

1 Members, failed to disclose all aspects of the deductions from compensation payable to
2 PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to
3 pay these employees all wages due at each applicable pay period and upon termination.
4 PLAINTIFFS and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of
5 all illegal deductions from wages according to proof, related penalties, interest, attorney fees
6 and costs.

7 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
8 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
9 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct
10 consequence of discharging their duties on behalf of DEFENDANT. Under California
11 Labor Code Section 2802, employers are required to indemnify employees for all expenses
12 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
13 states that "an employer shall indemnify his or her employee for all necessary expenditures
14 or losses incurred by the employee in direct consequence of the discharge of his or her
15 duties, or of his or her obedience to the directions of the employer, even though unlawful,
16 unless the employee, at the time of obeying the directions, believed them to be unlawful."

17 28. In the course of their employment PLAINTIFFS and other CALIFORNIA
18 CLASS Members as a business expense, were required by DEFENDANT to use their own
19 personal cellular phones as a result of and in furtherance of their job duties as employees for
20 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
21 associated with the use of their personal cellular phones for DEFENDANT's benefit.
22 Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by
23 DEFENDANT to use their personal cellular phones. As a result, in the course of their
24 employment with DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA
25 CLASS incurred unreimbursed business expenses which included, but were not limited to,
26 costs related to the use of their personal cellular phones all on behalf of and for the benefit
27 of DEFENDANT.
28

1 29. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the
2 legally required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable
3 Wage Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime
4 wages due to PLAINTIFFS. DEFENDANT did not have a policy or practice which
5 provided timely off-duty meal and rest breaks to PLAINTIFFS and also failed to compensate
6 PLAINTIFFS for PLAINTIFFS' missed meal and rest breaks. The nature of the work
7 performed by the PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of
8 PLAINTIFFS' duties for the legally required off-duty meal periods. As a result,
9 DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is
10 evidenced by DEFENDANT's business records.

11 30. Furthermore, Plaintiff Sanchez came back to work after going on protected
12 leave for her worsening Iritis condition in July of 2022. Upon returning to work in August of
13 2022 and continuing into September and October of 2022, Plaintiff Sanchez experienced
14 severe symptoms including redness, pain, light sensitivity, blurred vision. Plaintiff Sanchez
15 consulted and requested numerous times for an accommodation with DEFENDANT to allow
16 her to remain in the office instead of going out in the field. Plaintiff Sanchez's managers
17 failed to accommodate her requests and brushed off Plaintiff Sanchez's complaints.
18 Plaintiff Sanchez suffered mental and physical issues as a result of the stress caused by
19 DEFENDANT's failure to accommodate her requests. During this time, Plaintiff Sanchez
20 was plagued with ongoing work pressures, obligations, and mistreatment by her supervisors,
21 including but not limited to, falsifying performance reviews and making false accusations
22 about Plaintiff Sanchez's performance. Furthermore, the continuous stress from work
23 caused Plaintiff Sanchez to feel afraid of going into work. Shortly after returning from leave
24 for her eye condition, and after twenty years of employment with DEFENDANT,
25 DEFENDANT terminated Plaintiff Sanchez's employment on October 28, 2022.
26 DEFENDANT claimed Plaintiff Sanchez's termination was based on poor performance, but
27 in reality DEFENDANT's decision and real motivation to terminate Plaintiff Sanchez was in
28

1 retaliation for Plaintiff Sanchez continuing to request accommodation for disability related
2 situation.

3 31. Moreover, DEFENDANT discriminated against and failed to reasonably
4 accommodate Plaintiff Sanchez for her physical disabilities. Plaintiff Sanchez herein alleges
5 that the actions taken by employees of DEFENDANT against Plaintiff Sanchez occurred
6 within the normal scope and course of these individuals' employment with DEFENDANT.
7 Plaintiff Sanchez further alleges that these employees were Plaintiff Sanchez's supervisors
8 while Plaintiff Sanchez was employed by DEFENDANT. However, Plaintiff Sanchez's
9 request for accommodation fell on deaf ears, as DEFENDANT failed to respond to Plaintiff
10 Sanchez's requests. Ultimately, DEFENDANT never took Plaintiff Sanchez seriously and
11 subsequently terminated her employment on October 28, 2022.

12 32. Prior to filing this action, Plaintiff Sanchez exhausted her administrative
13 remedies by filing a timely administrative complaint with the Department of Fair
14 Employment and Housing ("DFEH") and received a DFEH right-to-sue letter on January 9,
15 2023.

16 **JURISDICTION AND VENUE**

17 33. This Court has jurisdiction over this Action pursuant to California Code of
18 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
19 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly
20 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

21 34. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT
23 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and
24 facilities in this County and/or conducts substantial business in this County, and (ii)
25 committed the wrongful conduct herein alleged in this County against members of the
26 CALIFORNIA CLASS.
27
28

THE CALIFORNIA CLASS

35. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California (the "CALIFORNIA CLASS") at any time during the period beginning February 10, 2019 and ending on December 21, 2025 (the "CALIFORNIA CLASS PERIOD").

36. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

37. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

38. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

1 39. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
2 CLASS Members is impracticable.

3 40. DEFENDANT violated the rights of the CALIFORNIA CLASS under
4 California law by:

- 5 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
6 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
7 and/or deceptively having in place company policies, practices and
8 procedures that failed to record and pay PLAINTIFFS and the other
9 members of the CALIFORNIA CLASS for all time worked, including
10 minimum wages owed and overtime wages owed for work performed
11 by these employees; and,
12 (b) Committing an act of unfair competition in violation of the UCL, by
13 failing to provide the PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS with the legally required meal and rest periods.

15 41. This Class Action meets the statutory prerequisites for the maintenance of a
16 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 17 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
18 that the joinder of all such persons is impracticable and the disposition
19 of their claims as a class will benefit the parties and the Court;
20 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
21 issues that are raised in this Complaint are common to the
22 CALIFORNIA CLASS will apply to every member of the
23 CALIFORNIA CLASS;
24 (c) The claims of the representative PLAINTIFFS are typical of the claims
25 of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all
26 the other members of the CALIFORNIA CLASS, were classified as a
27 non-exempt employee paid on an hourly basis who were subjected to
28 the DEFENDANT's deceptive practice and policy which failed to

1 provide the legally required meal and rest periods to the CALIFORNIA
2 CLASS and thereby underpaid compensation to PLAINTIFFS and
3 CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a
4 result of DEFENDANT's employment practices. PLAINTIFFS and the
5 members of the CALIFORNIA CLASS were and are similarly or
6 identically harmed by the same unlawful, deceptive and unfair
7 misconduct engaged in by DEFENDANT; and,

- 8 (d) The representative PLAINTIFFS will fairly and adequately represent
9 and protect the interest of the CALIFORNIA CLASS, and has retained
10 counsel who are competent and experienced in Class Action litigation.
11 There are no material conflicts between the claims of the representative
12 PLAINTIFFS and the members of the CALIFORNIA CLASS that
13 would make class certification inappropriate. Counsel for the
14 CALIFORNIA CLASS will vigorously assert the claims of all
15 CALIFORNIA CLASS Members.

16 42. In addition to meeting the statutory prerequisites to a Class Action, this action
17 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 18 (a) Without class certification and determination of declaratory, injunctive,
19 statutory and other legal questions within the class format, prosecution
20 of separate actions by individual members of the CALIFORNIA
21 CLASS will create the risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the CALIFORNIA CLASS which would establish
24 incompatible standards of conduct for the parties opposing the
25 CALIFORNIA CLASS; and/or,
 - 26 2) Adjudication with respect to individual members of the
27 CALIFORNIA CLASS which would as a practical matter be
28 dispositive of interests of the other members not party to the

1 adjudication or substantially impair or impede their ability to
2 protect their interests.

3 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
4 to act on grounds generally applicable to the CALIFORNIA CLASS,
5 making appropriate class-wide relief with respect to the CALIFORNIA
6 CLASS as a whole in that DEFENDANT failed to pay all wages due to
7 members of the CALIFORNIA CLASS as required by law;

8 1) With respect to the First Cause of Action, the final relief on
9 behalf of the CALIFORNIA CLASS sought does not relate
10 exclusively to restitution because through this claim
11 PLAINTIFFS seek declaratory relief holding that the
12 DEFENDANT's policy and practices constitute unfair
13 competition, along with declaratory relief, injunctive relief, and
14 incidental equitable relief as may be necessary to prevent and
15 remedy the conduct declared to constitute unfair competition;

16 (c) Common questions of law and fact exist as to the members of the
17 CALIFORNIA CLASS, with respect to the practices and violations of
18 California law as listed above, and predominate over any question
19 affecting only individual CALIFORNIA CLASS Members, and a Class
20 Action is superior to other available methods for the fair and efficient
21 adjudication of the controversy, including consideration of:

22 1) The interests of the members of the CALIFORNIA CLASS in
23 individually controlling the prosecution or defense of separate
24 actions in that the substantial expense of individual actions will
25 be avoided to recover the relatively small amount of economic
26 losses sustained by the individual CALIFORNIA CLASS
27 Members when compared to the substantial expense and burden
28 of individual prosecution of this litigation;

- 1 2) Class certification will obviate the need for unduly duplicative
2 litigation that would create the risk of:
- 3 A. Inconsistent or varying adjudications with respect to
4 individual members of the CALIFORNIA CLASS, which
5 would establish incompatible standards of conduct for the
6 DEFENDANT; and/or,
- 7 B. Adjudications with respect to individual members of the
8 CALIFORNIA CLASS would as a practical matter be
9 dispositive of the interests of the other members not
10 parties to the adjudication or substantially impair or
11 impede their ability to protect their interests;
- 12 3) In the context of wage litigation because a substantial number of
13 individual CALIFORNIA CLASS Members will avoid asserting
14 their legal rights out of fear of retaliation by DEFENDANT,
15 which may adversely affect an individual's job with
16 DEFENDANT or with a subsequent employer, the Class Action
17 is the only means to assert their claims through a representative;
18 and,
- 19 4) A class action is superior to other available methods for the fair
20 and efficient adjudication of this litigation because class
21 treatment will obviate the need for unduly and unnecessary
22 duplicative litigation that is likely to result in the absence of
23 certification of this action pursuant to Cal. Code of Civ. Proc. §
24 382.

25 43. This Court should permit this action to be maintained as a Class Action
26 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 27 (a) The questions of law and fact common to the CALIFORNIA CLASS
28 predominate over any question affecting only individual CALIFORNIA

1 CLASS Members because the DEFENDANT's employment practices
2 are applied with respect to the CALIFORNIA CLASS;

3 (b) A Class Action is superior to any other available method for the fair
4 and efficient adjudication of the claims of the members of the
5 CALIFORNIA CLASS because in the context of employment litigation
6 a substantial number of individual CALIFORNIA CLASS Members
7 will avoid asserting their rights individually out of fear of retaliation or
8 adverse impact on their employment;

9 (c) The members of the CALIFORNIA CLASS are so numerous that it is
10 impractical to bring all members of the CALIFORNIA CLASS before
11 the Court;

12 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not
13 be able to obtain effective and economic legal redress unless the action
14 is maintained as a Class Action;

15 (e) There is a community of interest in obtaining appropriate legal and
16 equitable relief for the acts of unfair competition, statutory violations
17 and other improprieties, and in obtaining adequate compensation for
18 the damages and injuries which DEFENDANT's actions have inflicted
19 upon the CALIFORNIA CLASS;

20 (f) There is a community of interest in ensuring that the combined assets of
21 DEFENDANT are sufficient to adequately compensate the members of
22 the CALIFORNIA CLASS for the injuries sustained;

23 (g) DEFENDANT has acted or refused to act on grounds generally
24 applicable to the CALIFORNIA CLASS, thereby making final class-
25 wide relief appropriate with respect to the CALIFORNIA CLASS as a
26 whole;

27 (h) The members of the CALIFORNIA CLASS are readily ascertainable
28 from the business records of DEFENDANT; and,

1 (i) Class treatment provides manageable judicial treatment calculated to
2 bring a efficient and rapid conclusion to all litigation of all wage and
3 hour related claims arising out of the conduct of DEFENDANT as to
4 the members of the CALIFORNIA CLASS.

5 44. DEFENDANT maintains records from which the Court can ascertain and
6 identify by job title each of DEFENDANT's employees who have been intentionally
7 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
8 PLAINTIFFS will seek leave to amend the Complaint to include any additional job titles of
9 similarly situated employees when they have been identified.

10
11 **THE CALIFORNIA LABOR SUB-CLASS**

12 45. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh,
13 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
14 of the CALIFORNIA CLASS who are or previously were classified as non-exempt
15 Caregiver employees who received EMG pay from Defendant in the State of California (the
16 "CALIFORNIA LABOR SUB-CLASS") at any time during the period beginning February
17 10, 2020 and ending on December 31, 2025 (the "CALIFORNIA LABOR SUB-CLASS
18 PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the
19 aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million
20 dollars (\$5,000,000.00).

21 46. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
22 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
23 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
24 failed to correctly calculate compensation for the time worked by PLAINTIFFS and the
25 other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed
26 to these employees, even though DEFENDANT enjoyed the benefit of this work, required
27 employees to perform this work and permitted or suffered to permit this work.
28 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to

1 which these employees are entitled in order to unfairly cheat the competition and unlawfully
2 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
3 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
4 should be adjusted accordingly.

5 47. DEFENDANT maintains records from which the Court can ascertain and
6 identify by name and job title, each of DEFENDANT's employees who have been
7 intentionally subjected to DEFENDANT's company policy, practices and procedures as
8 herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any
9 additional job titles of similarly situated employees when they have been identified.

10 48. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
11 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

12 49. Common questions of law and fact exist as to members of the CALIFORNIA
13 LABOR SUB-CLASS, including, but not limited, to the following:

- 14 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
15 compensation due to members of the CALIFORNIA LABOR SUB-
16 CLASS for missed meal and rest breaks in violation of the California
17 Labor Code and California regulations and the applicable California
18 Wage Order;
- 19 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the
20 other members of the CALIFORNIA LABOR SUB-CLASS with
21 accurate itemized wage statements;
- 22 (c) Whether DEFENDANT has engaged in unfair competition by the
23 above-listed conduct;
- 24 (d) The proper measure of damages and penalties owed to the members of
25 the CALIFORNIA LABOR SUB-CLASS; and,
- 26 (e) Whether DEFENDANT's conduct was willful.

27 50. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
28 CLASS under California law by:

- 1 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
2 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
3 CLASS all wages due for overtime worked, for which DEFENDANT is
4 liable pursuant to Cal. Lab. Code § 1194;
- 5 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
6 accurately pay PLAINTIFFS and the members of the CALIFORNIA
7 LABOR SUB-CLASS the correct minimum wage pay for which
8 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 9 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and
10 the members of the CALIFORNIA LABOR SUB-CLASS with an
11 accurate itemized statement in writing showing the corresponding
12 correct amount of wages earned by the employee;
- 13 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
14 PLAINTIFFS and the other members of the CALIFORNIA LABOR
15 SUB-CLASS with all legally required off-duty, uninterrupted thirty
16 (30) minute meal breaks and the legally required off-duty rest breaks;
- 17 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
18 when an employee is discharged or quits from employment, the
19 employer must pay the employee all wages due without abatement, by
20 failing to tender full payment and/or restitution of wages owed or in the
21 manner required by California law to the members of the
22 CALIFORNIA LABOR SUB-CLASS who have terminated their
23 employment; and,
- 24 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS
25 and the CALIFORNIA LABOR SUB-CLASS members with necessary
26 expenses incurred in the discharge of their job duties.

27 51. This Class Action meets the statutory prerequisites for the maintenance of a
28 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 1 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
2 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
3 CLASS Members is impracticable and the disposition of their claims as
4 a class will benefit the parties and the Court;
- 5 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
6 issues that are raised in this Complaint are common to the
7 CALIFORNIA LABOR SUB-CLASS and will apply to every member
8 of the CALIFORNIA LABOR SUB-CLASS;
- 9 (c) The claims of the representative PLAINTIFFS are typical of the claims
10 of each member of the CALIFORNIA LABOR SUB-CLASS.
11 PLAINTIFFS, like all the other members of the CALIFORNIA
12 LABOR SUB-CLASS, were non-exempt employees paid on an hourly
13 basis who were subjected to the DEFENDANT's practice and policy
14 which failed to pay the correct amount of wages due to the
15 CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS sustained
16 economic injury as a result of DEFENDANT's employment practices.
17 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
18 CLASS were and are similarly or identically harmed by the same
19 unlawful, deceptive, and unfair misconduct engaged in by
20 DEFENDANT; and,
- 21 (d) The representative PLAINTIFFS will fairly and adequately represent
22 and protect the interest of the CALIFORNIA LABOR SUB-CLASS,
23 and have retained counsel who are competent and experienced in Class
24 Action litigation. There are no material conflicts between the claims of
25 the representative PLAINTIFFS and the members of the
26 CALIFORNIA LABOR SUB-CLASS that would make class
27 certification inappropriate. Counsel for the CALIFORNIA LABOR
28

1 SUB-CLASS will vigorously assert the claims of all CALIFORNIA
2 LABOR SUB-CLASS Members.

3 52. In addition to meeting the statutory prerequisites to a Class Action, this action
4 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

5 (a) Without class certification and determination of declaratory, injunctive,
6 statutory and other legal questions within the class format, prosecution
7 of separate actions by individual members of the CALIFORNIA
8 LABOR SUB-CLASS will create the risk of:

- 9 1) Inconsistent or varying adjudications with respect to individual
10 members of the CALIFORNIA LABOR SUB-CLASS which
11 would establish incompatible standards of conduct for the
12 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
13 2) Adjudication with respect to individual members of the
14 CALIFORNIA LABOR SUB-CLASS which would as a
15 practical matter be dispositive of interests of the other members
16 not party to the adjudication or substantially impair or impede
17 their ability to protect their interests.

18 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
19 acted or refused to act on grounds generally applicable to the
20 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
21 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
22 whole in that DEFENDANT fails to pay all wages due. Including the
23 correct wages for all time worked by the members of the
24 CALIFORNIA LABOR SUB-CLASS as required by law;

25 (c) Common questions of law and fact predominate as to the members of
26 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
27 and violations of California Law as listed above, and predominate over
28 any question affecting only individual CALIFORNIA LABOR SUB-

1 CLASS Members, and a Class Action is superior to other available
2 methods for the fair and efficient adjudication of the controversy,
3 including consideration of:

- 4 1) The interests of the members of the CALIFORNIA LABOR
5 SUB-CLASS in individually controlling the prosecution or
6 defense of separate actions in that the substantial expense of
7 individual actions will be avoided to recover the relatively small
8 amount of economic losses sustained by the individual
9 CALIFORNIA LABOR SUB-CLASS Members when compared
10 to the substantial expense and burden of individual prosecution
11 of this litigation;
- 12 2) Class certification will obviate the need for unduly duplicative
13 litigation that would create the risk of:
 - 14 A. Inconsistent or varying adjudications with respect to
15 individual members of the CALIFORNIA LABOR SUB-
16 CLASS, which would establish incompatible standards of
17 conduct for the DEFENDANT; and/or,
 - 18 B. Adjudications with respect to individual members of the
19 CALIFORNIA LABOR SUB-CLASS would as a
20 practical matter be dispositive of the interests of the other
21 members not parties to the adjudication or substantially
22 impair or impede their ability to protect their interests;
- 23 3) In the context of wage litigation because a substantial number of
24 individual CALIFORNIA LABOR SUB-CLASS Members will
25 avoid asserting their legal rights out of fear of retaliation by
26 DEFENDANT, which may adversely affect an individual's job
27 with DEFENDANT or with a subsequent employer, the Class
28

1 Action is the only means to assert their claims through a
2 representative; and,

- 3 4) A class action is superior to other available methods for the fair
4 and efficient adjudication of this litigation because class
5 treatment will obviate the need for unduly and unnecessary
6 duplicative litigation that is likely to result in the absence of
7 certification of this action pursuant to Cal. Code of Civ. Proc. §
8 382.

9 53. This Court should permit this action to be maintained as a Class Action
10 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 11 (a) The questions of law and fact common to the CALIFORNIA LABOR
12 SUB-CLASS predominate over any question affecting only individual
13 CALIFORNIA LABOR SUB-CLASS Members;
- 14 (b) A Class Action is superior to any other available method for the fair
15 and efficient adjudication of the claims of the members of the
16 CALIFORNIA LABOR SUB-CLASS because in the context of
17 employment litigation a substantial number of individual
18 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
19 their rights individually out of fear of retaliation or adverse impact on
20 their employment;
- 21 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
22 numerous that it is impractical to bring all members of the
23 CALIFORNIA LABOR SUB-CLASS before the Court;
- 24 (d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS
25 Members, will not be able to obtain effective and economic legal
26 redress unless the action is maintained as a Class Action;
- 27 (e) There is a community of interest in obtaining appropriate legal and
28 equitable relief for the acts of unfair competition, statutory violations

1 and other improprieties, and in obtaining adequate compensation for
2 the damages and injuries which DEFENDANT's actions have inflicted
3 upon the CALIFORNIA LABOR SUB-CLASS;

4 (f) There is a community of interest in ensuring that the combined assets of
5 DEFENDANT are sufficient to adequately compensate the members of
6 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

7 (g) DEFENDANT has acted or refused to act on grounds generally
8 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
9 making final class-wide relief appropriate with respect to the
10 CALIFORNIA LABOR SUB-CLASS as a whole;

11 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
12 ascertainable from the business records of DEFENDANT. The
13 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
14 CLASS Members who worked for DEFENDANT in California at any
15 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

16 (i) Class treatment provides manageable judicial treatment calculated to
17 bring a efficient and rapid conclusion to all litigation of all wage and
18 hour related claims arising out of the conduct of DEFENDANT as to
19 the members of the CALIFORNIA LABOR SUB-CLASS.

20
21 **FIRST CAUSE OF ACTION**

22 **For Unlawful Business Practices**

23 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

24 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

25 54. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege
26 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
27 this Complaint.
28

1 55. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
2 Code § 17021.

3 56. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”)
4 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.
5 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to
6 unfair competition as follows:

7 Any person who engages, has engaged, or proposes to engage in unfair
8 competition may be enjoined in any court of competent jurisdiction. The court
9 may make such orders or judgments, including the appointment of a receiver,
10 as may be necessary to prevent the use or employment by any person of any
11 practice which constitutes unfair competition, as defined in this chapter, or as
12 may be necessary to restore to any person in interest any money or property,
13 real or personal, which may have been acquired by means of such unfair
14 competition.

15 Cal. Bus. & Prof. Code § 17203.

16 57. By the conduct alleged herein, DEFENDANT has engaged and continues to
17 engage in a business practice which violates California law, including but not limited to, the
18 applicable Industrial Wage Order(s), the California Code of Regulations and the California
19 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
20 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
21 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
22 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
23 held to constitute unfair competition, including restitution of wages wrongfully withheld.

24 58. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
25 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
26 unscrupulous or substantially injurious to employees, and were without valid justification or
27 utility for which this Court should issue equitable and injunctive relief pursuant to Section
28 17203 of the California Business & Professions Code, including restitution of wages
wrongfully withheld.

 59. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
fraudulent in that DEFENDANT’s policy and practice failed to provide the legally mandated

1 meal and rest periods, the required amount of compensation for missed meal and rest
2 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
3 reimburse all necessary business expenses incurred, and failed to provide Fair Labor
4 Standards Act overtime wages due for overtime worked as a result of failing to include non-
5 discretionary incentive compensation into their regular rates of pay for purposes of
6 computing the proper overtime pay due to a business practice that cannot be justified,
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
8 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
9 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
10 restitution of wages wrongfully withheld.

11 60. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
12 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS
13 and the other members of the CALIFORNIA CLASS to be underpaid during their
14 employment with DEFENDANT.

15 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
16 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
17 provide all legally required meal breaks to PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

19 62. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of
20 each CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an
21 off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1)
22 hour of pay for each workday in which a second off-duty meal period was not timely
23 provided for each ten (10) hours of work.

24 63. PLAINTIFFS further demand on behalf of themselves and each member of the
25 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
26 duty paid rest period was not timely provided as required by law.

27 64. By and through the unlawful and unfair business practices described herein,
28 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and

1 the other members of the CALIFORNIA CLASS, including earned wages for all time
2 worked, and has deprived them of valuable rights and benefits guaranteed by law and
3 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
4 allow DEFENDANT to unfairly compete against competitors who comply with the law.

5 65. All the acts described herein as violations of, among other things, the
6 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
7 California Labor Code, were unlawful and in violation of public policy, were immoral,
8 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
9 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
10 *seq.*

11 66. PLAINTIFFS and the other members of the CALIFORNIA CLASS are
12 entitled to, and do, seek such relief as may be necessary to restore to them the money and
13 property which DEFENDANT has acquired, or of which PLAINTIFFS and the other
14 members of the CALIFORNIA CLASS have been deprived, by means of the above
15 described unlawful and unfair business practices, including earned but unpaid wages for all
16 time worked.

17 67. PLAINTIFFS and the other members of the CALIFORNIA CLASS are
18 further entitled to, and do, seek a declaration that the described business practices are
19 unlawful, unfair and deceptive, and that injunctive relief should be issued restraining
20 DEFENDANT from engaging in any unlawful and unfair business practices in the future.

21 68. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no
22 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
23 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
24 unabated. As a result of the unlawful and unfair business practices described herein,
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will
26 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
27 from continuing to engage in these unlawful and unfair business practices.

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3 **SECOND CAUSE OF ACTION**

4 **For Failure To Pay Minimum Wages**

5 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

6 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

7 **and Against All Defendants)**

8 69. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
9 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
10 paragraphs of this Complaint.

11 70. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
12 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
13 California Labor Code and the Industrial Welfare Commission requirements for
14 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFFS
15 and CALIFORNIA CLASS Members.

16 71. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
17 public policy, an employer must timely pay its employees for all hours worked.

18 72. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
19 the commission is the minimum wage to be paid to employees, and the payment of a less
20 wage than the minimum so fixed is unlawful.

21 73. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
22 wages, including minimum wage compensation and interest thereon, together with the costs
23 of suit.

24 74. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the
25 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
26 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
27 unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the
28 other members of the CALIFORNIA LABOR SUB-CLASS.

1 75. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that denies accurate compensation to PLAINTIFFS and
4 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
5 wage pay.

6 76. In committing these violations of the California Labor Code, DEFENDANT
7 inaccurately calculated the correct time worked and consequently underpaid the actual time
8 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
9 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
10 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
11 requirements and other applicable laws and regulations.

12 77. As a direct result of DEFENDANT's unlawful wage practices as alleged
13 herein, PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
14 did not receive the correct minimum wage compensation for their time worked for
15 DEFENDANT.

16 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
17 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
18 Members to work without paying them for all the time they were under DEFENDANT's
19 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
20 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
21 that they were entitled to, constituting a failure to pay all earned wages.

22 79. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
24 CLASS for the true time they worked, PLAINTIFFS and the other members of the
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
26 economic injury in amounts which are presently unknown to them and which will be
27 ascertained according to proof at trial.

28 80. DEFENDANT knew or should have known that PLAINTIFFS and the other

1 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
2 time worked. DEFENDANT elected, either through intentional malfeasance or gross
3 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
4 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS
5 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
6 wages for their time worked.

7 81. In performing the acts and practices herein alleged in violation of California
8 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
9 CLASS for all time worked and provide them with the requisite compensation,
10 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
11 toward PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
12 with a conscious and utter disregard for their legal rights, or the consequences to them, and
13 with the despicable intent of depriving them of their property and legal rights, and otherwise
14 causing them injury in order to increase company profits at the expense of these employees.

15 82. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
16 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
17 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
18 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
19 extent minimum wage compensation is determined to be owed to the CALIFORNIA
20 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
21 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
22 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
23 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
24 conduct as alleged herein was willful, intentional and not in good faith. Further,
25 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
26 and recover statutory costs.

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THIRD CAUSE OF ACTION

4

For Failure To Pay Overtime Compensation

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[Cal. Lab. Code § 510]

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(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All

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Defendants)

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83. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

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84. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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85. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

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86. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

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87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

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88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and

1 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
2 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
3 including overtime work.

4 89. DEFENDANT's unlawful wage and hour practices manifested, without
5 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
6 implementing a policy and practice that failed to accurately record overtime worked by
7 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members and denied
8 accurate compensation to PLAINTIFFS and the other members of the CALIFORNIA
9 LABOR SUB-CLASS for overtime worked, including, the overtime work performed in
10 excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty
11 (40) hours in any workweek.

12 90. In committing these violations of the California Labor Code, DEFENDANT
13 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
14 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
15 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
16 violation of the California Labor Code, the Industrial Welfare Commission requirements
17 and other applicable laws and regulations. As a direct result of DEFENDANT's unlawful
18 wage practices as alleged herein, the PLAINTIFFS and the other members of the
19 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
20 worked.

21 91. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
22 from the overtime requirements of the law. None of these exemptions are applicable to the
23 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
24 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
25 subject to a valid collective bargaining agreement that would preclude the causes of action
26 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of
27 themselves and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's
28 violations of non-negotiable, non-waiveable rights provided by the State of California.

1 92. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS
2 and the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
3 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

4 93. DEFENDANT failed to accurately pay the PLAINTIFFS and the other
5 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
6 worked which was in excess of the maximum hours permissible by law as required by Cal.
7 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFFS and the other members of the
8 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
9 as to which DEFENDANT failed to accurately record and pay as evidenced by
10 DEFENDANT's business records and witnessed by employees.

11 94. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
13 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of
14 the CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
15 economic injury in amounts which are presently unknown to them and which will be
16 ascertained according to proof at trial.

17 95. DEFENDANT knew or should have known that PLAINTIFFS and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
19 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
20 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
21 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS
22 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

23 96. In performing the acts and practices herein alleged in violation of California
24 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
25 CLASS for all overtime worked and provide them with the requisite overtime compensation,
26 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
27 toward PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
28 with a conscious of and utter disregard for their legal rights, or the consequences to them,

1 and with the despicable intent of depriving them of their property and legal rights, and
2 otherwise causing them injury in order to increase company profits at the expense of these
3 employees.

4 97. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
5 CLASS therefore request recovery of all overtime wages, according to proof, interest,
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
7 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
8 extent minimum and/or overtime compensation is determined to be owed to the
9 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
10 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
11 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
12 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
14 good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS
15 Members are entitled to seek and recover statutory costs.

16
17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 98. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 99. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
26 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
27 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
28 and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA

1 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
2 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
3 work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members
4 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
5 Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA
6 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
7 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
8 DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a
9 second off-duty meal period in some workdays in which these employees were required by
10 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFFS
11 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
12 breaks without additional compensation and in accordance with DEFENDANT's strict
13 corporate policy and practice.

14 100. DEFENDANT further violates California Labor Code §§ 226.7 and the
15 applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA
16 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
17 the applicable Wage Order, one additional hour of compensation at each employee's regular
18 rate of pay for each workday that a meal period was not provided.

19 101. As a proximate result of the aforementioned violations, PLAINTIFFS and
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
21 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
22 suit.

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FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

102. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

103. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

105. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 106. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 107.. Cal. Labor Code § 226 provides that an employer must furnish employees with
10 an “accurate itemized” statement in writing showing:

- 11 (1) gross wages earned,
12 (2) total hours worked by the employee, except for any employee whose
13 compensation is solely based on a salary and who is exempt from payment of
14 overtime under subdivision (a) of Section 515 or any applicable order of the
15 Industrial Welfare Commission,
16 (3) the number of piecerate units earned and any applicable piece rate if the employee
17 is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item,
20 (5) net wages earned,
21 (6) the inclusive dates of the period for which the employee is paid,
22 (7) the name of the employee and his or her social security number, except that by
23 January 1, 2008, only the last four digits of his or her social security number or an
24 employee identification number other than a social security number may be shown on
25 the itemized statement,
26 (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

108. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
wage statements which failed to show, among other things, the correct gross and net wages
earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
employees with an accurate itemized wage statement in writing showing, among other
things, gross wages earned and all applicable hourly rates in effect during the pay period and
the corresponding amount of time worked at each hourly rate. PLAINTIFFS and
CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the

1 wage statements should reflect all applicable hourly rates during the pay period and the total
2 hours worked, and the applicable pay period in which the wages were earned pursuant to
3 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
4 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
5 such information. More specifically, the wage statements failed to identify the accurate total
6 hours worked each pay period. When the hours shown on the wage statements were added
7 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
8 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
9 DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the
10 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
11 to time provided PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
12 CLASS with wage statements which violated Cal. Lab. Code § 226.

13 109. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
14 Code § 226, causing injury and damages to PLAINTIFFS and the other members of the
15 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
16 expended calculating the correct wages for all missed meal and rest breaks and the amount
17 of employment taxes which were not properly paid to state and federal tax authorities.
18 These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of
19 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
20 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
21 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
22 226, in an amount according to proof at the time of trial (but in no event more than four
23 thousand dollars (\$4,000.00) for PLAINTIFFS and each respective member of the
24 CALIFORNIA LABOR SUB-CLASS herein).

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1 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
2 and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for
3 these expenses as an employer is required to do under the laws and regulations of California.

4 113. PLAINTIFFS therefore demand reimbursement for expenditures or losses
5 incurred by themselves and the CALIFORNIA LABOR SUB-CLASS members in the
6 discharge of their job duties for DEFENDANT, or their obedience to the directions of
7 DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

8
9 **EIGHTH CAUSE OF ACTION**

10 **For Failure to Pay Wages When Due**

11 **[Cal. Lab. Code §§ 201, 202, 203]**

12 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
13 **and Against All Defendants)**

14 114. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

17 115. Cal. Lab. Code § 200 provides, in relevant part, that:

18 As used in this article:

19 (a) "Wages" includes all amounts for labor performed by employees of
20 every description, whether the amount is fixed or ascertained by the
21 standard of time, task, piece, Commission basis, or other method of calculation.

22 (b) "Labor" includes labor, work, or service whether rendered or
23 performed under contract, subcontract, partnership, station plan, or other
24 agreement if the labor to be paid for is performed personally by the person
25 demanding payment.

26 116.. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

117. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-

1 hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall
3 constitute the date of payment for purposes of the requirement to provide
4 payment within 72 hours of the notice of quitting.

5 118. There was no definite term in PLAINTIFFS' or any CALIFORNIA LABOR
6 SUB-CLASS Members' employment contract.

7 119. Cal. Lab. Code § 203 provides, in relevant part, that:

8 If an employer willfully fails to pay, without abatement or reduction, in
9 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid
12 or until an action therefor is commenced; but the wages shall not continue
13 for more than 30 days.

14 120. The employment of PLAINTIFFS and many CALIFORNIA LABOR SUB-
15 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
16 owed as required by law.

17 121. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
18 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
19 and who have not been fully paid their wages due to them, PLAINTIFFS demand thirty days
20 of pay as penalty for not paying all wages due at time of termination for all employees who
21 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
22 demands an accounting and payment of all wages due, plus interest and statutory costs as
23 allowed by law.

24 **NINTH CAUSE OF ACTION**

25 **For Failure to Pay Sick Pay Wages**

26 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

27 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
28 **and Against All Defendants)**

122. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
paragraphs of this Complaint.

1 123. Cal Lab. Code § 233 provides that an employer must permit an employee to
2 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
3 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
4 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
5 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
6 right to sick pay wages, which an employer must calculate and compensate based on one of
7 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
8 same manner as the regular rate of pay for the workweek in which the employee uses paid
9 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
10 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
11 total wages, not including overtime premium pay, by the employee's total hours worked in
12 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
13 233, employees may sue to recover underpaid sick pay wages as damages.

14 124. As a matter of policy and practice, DEFENDANT pays sick pay wages to
15 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the
16 incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-
17 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
18 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
19 wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS
20 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
21 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
22 employee's total wages, not including overtime premium pay, by the employee's total hours
23 worked in the full pay periods of the prior 90 days of employment. As a result,
24 DEFENDANT underpaid sick pay wages to PLAINTIFFS and the other members of the
25 CALIFORNIA LABOR-SUB-CLASS.

26 125. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
27 during each calendar month and are to be paid no later than the payday for the next regular
28 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically

1 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
2 no later than the payday for the next regular payroll period after accrued sick leave is used as
3 paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an
4 employee, wages earned and unpaid at the time of discharge are due and payable
5 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
6 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
7 the employee has given 72-hour notice of his or her intention to quit, in which case the
8 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
9 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
10 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
11 wages of the employee shall continue as a penalty from the due date, and at the same rate
12 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
13 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
14 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
15 sue to recover applicable penalties.

16 126. As alleged herein and as a matter of policy and practice, DEFENDANT
17 routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other
18 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
19 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
20 among other Labor Code provisions. PLAINTIFFS are informed and believe that
21 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
22 mandates of the Labor Code as it relates to PLAINTIFFS' allegations, especially since the
23 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
24 include those benefits to which an employee is entitled as a part of his or her compensation,
25 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
26 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
27 willfully fails to timely pay PLAINTIFFS and the other members of the CALIFORNIA
28

1 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
2 penalties.

3 127. Such a pattern, practice, and uniform administration of corporate policy is
4 unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-
5 SUB-CLASS to underpaid sick pay wages, including in
6

7 **TENTH CAUSE OF ACTION**

8 **[Disability Discrimination and Retaliation For the Exercise of Rights Guaranteed**
9 **Under the FEHA, Participating in Protected Activities, and/or Opposing**

10 **DEFENDANT's Failure to Provide Such Rights]**

11 **Violation of FEHA Government Section 12900, *et. seq.***

12 **(By Plaintiff Sanchez Against All Defendants)**

13 128. Plaintiff Sanchez realleges and incorporates by reference, as though fully set forth
14 herein, the prior paragraphs of this Complaint.

15 129. Furthermore, Plaintiff Sanchez came back to work after going on protected
16 leave for her worsening Iritis condition in July of 2022. Upon returning to work in August of
17 2022 and continuing into September and October of 2022, Plaintiff Sanchez experienced
18 severe symptoms including redness, pain, light sensitivity, blurred vision. Plaintiff Sanchez
19 consulted and requested numerous times for an accommodation with DEFENDANT to
20 allow her to remain in the office instead of going out in the field. Plaintiff Sanchez's
21 managers failed to accommodate her requests and brushed off Plaintiff Sanchez's
22 complaints. Plaintiff Sanchez suffered mental and physical issues as a result of the stress
23 caused by DEFENDANT's failure to accommodate her requests. During this time, Plaintiff
24 Sanchez was plagued with ongoing work pressures, obligations, and mistreatment by her
25 supervisors, including but not limited to, falsifying performance reviews and making false
26 accusations about Plaintiff Sanchez's performance. Furthermore, the continuous stress from
27 work caused Plaintiff Sanchez to feel afraid of going into work. Shortly after returning from
28 leave for her eye condition, and after twenty years of employment with DEFENDANT,

1 DEFENDANT terminated Plaintiff Sanchez's employment on October 28, 2022.

2 DEFENDANT claimed Plaintiff Sanchez's termination was based on poor performance, but
3 in reality DEFENDANT's decision and real motivation to terminate Plaintiff Sanchez was in
4 retaliation for Plaintiff Sanchez continuing to request accommodation for disability related
5 situation.

6 130. Moreover, DEFENDANT discriminated against and failed to reasonably
7 accommodate Plaintiff Sanchez for her physical disabilities. Plaintiff Sanchez herein alleges
8 that the actions taken by employees of DEFENDANT against Plaintiff Sanchez occurred
9 within the normal scope and course of these individuals' employment with DEFENDANT.
10 Plaintiff Sanchez further alleges that these employees were Plaintiff Sanchez's supervisors
11 while Plaintiff Sanchez was employed by DEFENDANT. However, Plaintiff Sanchez's
12 request for accommodation fell on deaf ears, as DEFENDANT failed to respond to Plaintiff
13 Sanchez's requests. Ultimately, DEFENDANT never took Plaintiff Sanchez seriously and
14 subsequently terminated her employment on October 28, 2022.

15 131. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
16 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
17 including the following bases for liability:

18 132. Taking adverse employment actions against Plaintiff Sanchez, including
19 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
20 otherwise discriminating against Plaintiff Sanchez, in whole or in part on the basis of
21 Plaintiff Sanchez's disability in violation of Government Code Section 12940(a);

22 133. Harassing Plaintiff Sanchez and/or creating a hostile work environment, in
23 whole or in part on the basis of Plaintiff Sanchez's disability, and/or having taken FMLA
24 leave in violation of Government Code Section 12940(j);

25 134. Failing to take all reasonable steps to prevent discrimination and harassment
26 based on disability in violation of Government Code section 12940(k);
27
28

1 135. Retaliating against Plaintiff Sanchez for seeking to exercise rights guaranteed
2 under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure
3 to provide such rights, in violation of Government Code Section 12940(h).

4 136. As a proximate result of DEFENDANT's willful, knowing, and intentional
5 discrimination against Plaintiff Sanchez, Plaintiff Sanchez has sustained and continues to
6 sustain substantial losses of earnings and other employment benefits.

7 137. As a proximate result of DEFENDANT's willful, knowing, and intentional
8 discrimination against Plaintiff Sanchez, Plaintiff Sanchez has suffered and continues to
9 suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his
10 damage in a sum according to proof.

11 138. Plaintiff Sanchez has incurred and continues to incur legal expenses and
12 attorneys' fees. Pursuant to Government Code Section 12965(b), Plaintiff Sanchez is
13 entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount
14 according to proof.

15 139. DEFENDANT's misconduct was committed intentionally, in a malicious,
16 oppressive manner, and fraudulent manner entitling Plaintiff Sanchez to punitive damages
17 against DEFENDANT.

18
19 **ELEVENTH CAUSE OF ACTION**

20 **For Failure to Engage in the Interactive Process**

21 **[Cal. Gov. Code § 12940(n)]**

22 **(By Plaintiff Sanchez Against All Defendants)**

23 140. Plaintiff Sanchez realleges and incorporates by reference, as though fully set forth
24 herein, the prior paragraphs of this Complaint.

25 141. DEFENDANT was an employer who met all of the requisite requirements set
26 forth under the California Fair Employment and Housing Act.

27 142. Plaintiff Sanchez suffered from a mental disability as defined under Cal. Gov.
28 Code § 12926(j).

1 143. Plaintiff Sanchez suffered from a physical disability as defined under Cal. Gov.
2 Code § 12926(m).

3 144. DEFENDANT was aware that Plaintiff Sanchez suffered from a physical
4 disability, as set forth herein.

5 145. Furthermore, Plaintiff Sanchez came back to work after going on protected leave
6 for her worsening Iritis condition in July of 2022. Upon returning to work in August of 2022
7 and continuing into September and October of 2022, Plaintiff Sanchez experienced severe
8 symptoms including redness, pain, light sensitivity, blurred vision. Plaintiff Sanchez consulted
9 and requested numerous times for an accommodation with DEFENDANT to allow her to
10 remain in the office instead of going out in the field. Plaintiff Sanchez's managers failed to
11 accommodate her requests and brushed off Plaintiff Sanchez's complaints. Plaintiff Sanchez
12 suffered mental and physical issues as a result of the stress caused by DEFENDANT's failure
13 to accommodate her requests. During this time, Plaintiff Sanchez was plagued with ongoing
14 work pressures, obligations, and mistreatment by her supervisors, including but not limited to,
15 falsifying performance reviews and making false accusations about Plaintiff Sanchez's
16 performance. Furthermore, the continuous stress from work caused Plaintiff Sanchez to feel
17 afraid of going into work. Shortly after returning from leave for her eye condition, and after
18 twenty years of employment with DEFENDANT, DEFENDANT terminated Plaintiff Sanchez's
19 employment on October 28, 2022. DEFENDANT claimed Plaintiff Sanchez's termination was
20 based on poor performance, but in reality DEFENDANT's decision and real motivation to
21 terminate Plaintiff Sanchez was in retaliation for Plaintiff Sanchez continuing to request
22 accommodation for disability related situation.

23 146. Moreover, DEFENDANT discriminated against and failed to reasonably
24 accommodate Plaintiff Sanchez for her physical disabilities. Plaintiff Sanchez herein alleges
25 that the actions taken by employees of DEFENDANT against Plaintiff Sanchez occurred within
26 the normal scope and course of these individuals' employment with DEFENDANT. Plaintiff
27 Sanchez further alleges that these employees were Plaintiff Sanchez's supervisors while
28 Plaintiff Sanchez was employed by DEFENDANT. However, Plaintiff Sanchez's request for

1 accommodation fell on deaf ears, as DEFENDANT failed to respond to Plaintiff Sanchez's
2 requests. Ultimately, DEFENDANT never took Plaintiff Sanchez seriously and subsequently
3 terminated her employment on October 28, 2022.

4 147. Moreover, Plaintiff Sanchez was more than willing to participate in an interactive
5 process to determine whether reasonable accommodations could be made without
6 DEFENDANT suffering any business or financial hardships.

7 148. DEFENDANT failed to participate in a timely and/or good faith interactive
8 process after Plaintiff Sanchez requested reasonable accommodations. In fact, DEFENDANT
9 failed to respond to any of Plaintiff Sanchez's communications regarding her request for
10 accommodations.

11 149. As a result of DEFENDANT refusing to participate in a good faith interactive
12 process, Plaintiff Sanchez was harmed in the form of emotional and physical pain and suffering.

13 150. DEFENDANT's failure to engage in a good faith interactive process was a
14 substantial factor in causing Plaintiff Sanchez's harm.

15 151. The actions alleged herein were taken by managing agents and/or officers of
16 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
17 doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression
18 as those terms are used in California Code of Civil Procedure § 3294. As such, Plaintiff
19 Sanchez is entitled to an award of punitive damages.

20 152. Plaintiff Sanchez is also entitled to recover reasonable attorney's fees and costs
21 pursuant to Cal. Gov. Code § 12965(b).

22
23 **TWELFTH CAUSE OF ACTION**

24 **For Failure to Provide Reasonable Accommodation**

25 **[Cal. Gov. Code § 12940(m)]**

26 **(By Plaintiff Sanchez and Against All Defendants)**

27 153. Plaintiff Sanchez realleges and incorporates by reference, as though fully set forth
28 herein, the prior paragraphs of this Complaint.

1 154. DEFENDANT was an employer who met all of the requirements set forth under
2 the California Fair Employment and Housing Act.

3 155. Plaintiff Sanchez suffered from a mental disability as defined under Cal. Gov.
4 Code § 12926(j).

5 156. Plaintiff Sanchez suffered from a physical disability as defined under Cal. Gov.
6 Code § 12926(m).

7 157. DEFENDANT was aware that Plaintiff Sanchez suffered from a physical
8 disability as set forth herein.

9 158. Furthermore, Plaintiff Sanchez came back to work after going on protected leave
10 for her worsening Iritis condition in July of 2022. Upon returning to work in August of 2022
11 and continuing into September and October of 2022, Plaintiff Sanchez experienced severe
12 symptoms including redness, pain, light sensitivity, blurred vision. Plaintiff Sanchez consulted
13 and requested numerous times for an accommodation with DEFENDANT to allow her to
14 remain in the office instead of going out in the field. Plaintiff Sanchez's managers failed to
15 accommodate her requests and brushed off Plaintiff Sanchez's complaints. Plaintiff Sanchez
16 suffered mental and physical issues as a result of the stress caused by DEFENDANT's failure
17 to accommodate her requests. During this time, Plaintiff Sanchez was plagued with ongoing
18 work pressures, obligations, and mistreatment by her supervisors, including but not limited to,
19 falsifying performance reviews and making false accusations about Plaintiff Sanchez's
20 performance. Furthermore, the continuous stress from work caused Plaintiff Sanchez to feel
21 afraid of going into work. Shortly after returning from leave for her eye condition, and after
22 twenty years of employment with DEFENDANT, DEFENDANT terminated Plaintiff Sanchez's
23 employment on October 28, 2022. DEFENDANT claimed Plaintiff Sanchez's termination was
24 based on poor performance, but in reality DEFENDANT's decision and real motivation to
25 terminate Plaintiff Sanchez was in retaliation for Plaintiff Sanchez continuing to request
26 accommodation for disability related situation.

27 159. Moreover, DEFENDANT discriminated against and failed to reasonably
28 accommodate Plaintiff Sanchez for her physical disabilities. Plaintiff Sanchez herein alleges

1 that the actions taken by employees of DEFENDANT against Plaintiff Sanchez occurred within
2 the normal scope and course of these individuals' employment with DEFENDANT. Plaintiff
3 Sanchez further alleges that these employees were Plaintiff Sanchez's supervisors while
4 Plaintiff Sanchez was employed by DEFENDANT. However, Plaintiff Sanchez's request for
5 accommodation fell on deaf ears, as DEFENDANT failed to respond to Plaintiff Sanchez's
6 requests. Ultimately, DEFENDANT never took Plaintiff Sanchez seriously and subsequently
7 terminated her employment on October 28, 2022.

8 160. DEFENDANT failed to provide Plaintiff Sanchez with reasonable
9 accommodation for her mental and physical disabilities.

10 161. As a direct and proximate result of DEFENDANT refusing to provide Plaintiff
11 Sanchez with reasonable accommodation, Plaintiff Sanchez was met with a series of adverse
12 employment actions as set forth herein. As a further direct result of DEFENDANT's failure to
13 provide Plaintiff Sanchez with a reasonable accommodation, Plaintiff Sanchez was harmed in
14 the form of emotional and physical pain and suffering.

15 162. DEFENDANT's failure to provide reasonable accommodation was a substantial
16 factor in causing Plaintiff Sanchez's harm.

17 163. The actions alleged herein were taken by managing agents and/or officers of
18 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
19 doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression
20 as those terms are used in California Code of Civil Procedure § 3294. As such, Plaintiff
21 Sanchez is entitled to an award of punitive damages.

22 164. Plaintiff Sanchez is also entitled to recover reasonable attorney's fees and costs
23 pursuant to Cal. Gov. Code § 12965(b).

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1 Plaintiff Sanchez further alleges that these employees were Plaintiff Sanchez's supervisors
2 while Plaintiff Sanchez was employed by DEFENDANT. However, Plaintiff Sanchez's
3 request for accommodation fell on deaf ears, as DEFENDANT failed to respond to Plaintiff
4 Sanchez's requests. Ultimately, DEFENDANT never took Plaintiff Sanchez seriously and
5 subsequently terminated her employment on October 28, 2022.

6 168. Plaintiff Sanchez raised complaints of illegality while Plaintiff Sanchez
7 worked for DEFENDANT and was believed to be willing to raise complaints, and
8 DEFENDANT retaliated against Plaintiff Sanchez by taking adverse employment actions,
9 including employment termination, against Plaintiff Sanchez.

10 169. As a proximate result of DEFENDANT'S willful, knowing, and intentional
11 conduct, Plaintiff Sanchez has suffered and continues to suffer humiliation, emotional
12 distress, and mental and physical pain and anguish, all to PLAINTIFFS's damage in a sum
13 according to proof.

14 170. As a result of DEFENDANT'S adverse employment actions against Plaintiff
15 Sanchez, Plaintiff Sanchez has suffered general and special damages in sums according to
16 proof.

17 171. DEFENDANT's misconduct was committed intentionally, in a malicious,
18 oppressive manner, and fraudulent manner entitling Plaintiff Sanchez to punitive damages
19 against DEFENDANT.

20
21 **FOURTEENTH CAUSE OF ACTION**

22 **For Violation of the Private Attorneys General Act**

23 **[Cal. Lab. Code §§ 2698, et seq.]**

24 **(By Plaintiff Sanchez and Against All Defendants)**

25 172. Plaintiff Sanchez realleges and incorporates by this reference, as though fully
26 set forth herein, the prior paragraphs of this Complaint.

27 173. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who do so as the proxy or agent of

1 the state's labor law enforcement agencies. An action to recover civil penalties under
2 PAGA is fundamentally a law enforcement action designed to protect the public and not to
3 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
4 but to create a means of "deputizing" citizens as private attorneys general to enforce the
5 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
6 public interest to allow aggrieved employees, acting as private attorneys general to recover
7 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
8 claims cannot be subject to arbitration.

9 174. Plaintiff Sanchez, and such persons that may be added from time to time who
10 satisfy the requirements and exhaust the administrative procedures under the Private
11 Attorney General Act, bring this Representative Action on behalf of the State of California
12 with respect to themselves and all non-exempt employees who worked for Defendant as
13 Caregivers who received EMG pay in the State of California ("AGGRIEVED
14 EMPLOYEES") during the time period of January 9, 2022 until December 31, 2025 (the
15 "PAGA PERIOD").

16 175. On January 9, 2023, Plaintiff Sanchez gave written notice by electronic mail to
17 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
20 herein (PAGA Notice only without draft complaint). The statutory waiting period for
21 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
22 Section 2699.3, Plaintiff Sanchez may pursue a representative civil action under PAGA
23 pursuant to Section 2699 as the proxy of the State of California with respect to all
24 AGGRIEVED EMPLOYEES as herein defined.

25 176. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide Plaintiff Sanchez and
27 the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

(d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct. Plaintiff Sanchez hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on Plaintiff Sanchez and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 1 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
2 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
3 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) Compensatory damages, according to proof at trial, including compensatory
5 damages for minimum and overtime compensation due PLAINTIFFS and the
6 other members of the CALIFORNIA LABOR SUB-CLASS, during the
7 applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon
8 at the statutory rate;
- 9 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
10 in which a violation occurs and one hundred dollars (\$100) per each member of
11 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
12 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
13 an award of costs for violation of Cal. Lab. Code § 226;
- 14 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
15 the applicable IWC Wage Order;
- 16 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
17 1197;
- 18 F) The amount of the expenses PLAINTIFFS and each member of the
19 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
20 plus interest, and costs of suit.; and,
- 21 G) The wages of all terminated employees in the CALIFORNIA LABOR
22 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
23 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 24 3. On behalf of PLAINTIFF Sanchez for the Tenth, Eleventh, Twelfth and Thirteenth
25 causes of action:
- 26 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
27 B) Special and General damages according to proof;
28 C) Statutory damages, penalties and attorney's fees;

- 1 D) For punitive damages in an amount necessary to make an example of and to
2 punish DEFENDANT and deter DEFENDANT from engaging in future similar
3 conduct;
4 E) For loss of earnings (both past and future); and,
5 F) For interest at the legal rate in an amount according to proof.
6 4. On behalf of the State of California and with respect to all AGGRIEVED
7 EMPLOYEES:
8 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
9 General Act of 2004.
10 5. On all claims:
11 A) An award of interest, including prejudgment interest at the legal rate;
12 B) Such other and further relief as the Court deems just and equitable; and,
13 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
14 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
15 and/or §2802.

16
17 Dated: May 15, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

18
19 By: /s/ Nicholas J. De Blouw
20 Nicholas J. De Blouw
21 Attorneys for PLAINTIFFS
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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: May 15, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: /s/ Nicholas J. De Blouw
Nicholas J. De Blouw
Attorneys for PLAINTIFFS

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EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

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Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

January 9, 2023
CA2830

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Homebridge, Inc.
Certified Mail #70222410000060826211
HAO LAM
1035 MARKET ST. L-1
SAN FRANCISCO, CA 94103

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Homebridge, Inc. in California, including any employees staffed with Homebridge, Inc. by a third party, and classified as non-exempt employees during the time period of January 9, 2022 until a date as determined by the Court. Our offices represent Plaintiff Gelenia Sanchez o(“Plaintiff”) and other Aggrieved Employees in a lawsuit against Homebridge, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2002 to October 28, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely

provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.