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Eric Roberts, on behalf of himself
and all others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ERIC ROBERTS, an individual on behalf of
himself and on behalf of all others similarly
situated,

Plaintiff,

v.

RIGHT CHOICE IN-HOME CARE, LLC, a
California limited liability company; and
DOES 1 through 100,

Defendants.

Case No.: 25STCV31648

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000]

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Attorney for Plaintiff,
Eric Roberts, on behalf of
himself and all others similarly situated

COMES NOW plaintiff ERIC ROBERTS (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against RIGHT CHOICE IN-HOME CARE, LLC. (“RIGHT CHOICE”) and any of its respective subsidiaries or affiliated companies within the State of California and, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former individuals hired and/or employed as non-exempt employees who worked in the State of California and worked within the Civil Penalty Period (collectively, “Aggrieved Employees”), as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198.5, and 2802.

PARTIES

A. Plaintiff

3. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, providing in home care services to Defendants’ clients. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately June 1, 2021 through May 8, 2025.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant RIGHT
3 CHOICE is, and at all times relevant hereto was, a corporation organized and existing under and by
4 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
5 of California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include RIGHT CHOICE, and any of its parent, subsidiary, or affiliated companies within the State
18 of California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
12 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
13 causes of action complained of herein arose; the county in which the employment relationship
14 began; the county in which performance of the employment contract, or part of it, between Plaintiff
15 and Defendants was due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
17 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
18 and Class Members in Los Angeles County, and because Defendants employ numerous Class
19 Members in Los Angeles County.

20 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
21 Defendants during the applicable statutory period and suffered each of the Labor Code violations
22 set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is
23 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private
24 Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
25 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
26 employees of Defendants during the Civil Penalty Period.

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 13. During the period beginning one (1) year preceding the provision of notice to the
4 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
5 Defendants violated, *inter alia*, Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 558, 1174,
6 1194, 1197, 1198.5, and 2802, among others.

7 14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
8 such as Plaintiff, on behalf of Plaintiff and all other Aggrieved Employees within the statutory
9 period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor
10 Code section 2699.3.

11 15. On or around October 26, 2025, Plaintiff provided written notice pursuant to Labor
12 Code section 2699.3 online and by certified mail, of Defendants’ violation of various, including the
13 herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail to
14 Defendants, and each of them.

15 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
16 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
17 calendar days of the October 26, 2025 postmarked date of the herein-described notice sent by
18 Plaintiff to the LWDA and Defendants.

19 **FACTUAL BACKGROUND**

20 17. For at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
22 some of them, in violation of California state wage and hour laws as a result of, without limitation,
23 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
24 seven consecutive work days in a work week without being properly compensated for hours worked
25 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
26 worked on the seventh consecutive work day in a work week by, among other things, failing to
27 accurately track and pay for all hours actually worked at the proper overtime rate of pay, and paying
28 Plaintiff and Class Members at their regular hourly rate for overtime hours worked, to the detriment

1 of Plaintiff and Class Members.

2 18. For at least four (4) years prior to the filing of this Action and continuing to the
3 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
4 or some of them, in violation of California state wage and hour laws as a result of, among other
5 things, at times, failing to accurately track and pay for all hours actually worked at their regular rate
6 of pay that is above the minimum wage, and by requiring Plaintiff and Class Members to complete
7 pre-shift and post-shift tasks while off the clock, to the detriment of Plaintiff and Class Members.

8 19. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
10 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
11 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
12 which they worked in excess of ten (10) hours in a work day, required Plaintiff and Class Members
13 to work through meal periods, and failed to provide compensation for such unprovided meal periods
14 as required by California wage and hour laws.

15 20. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
17 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
18 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
19 California wage and hour laws.

20 21. For at least three (3) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
22 full amount of their wages owed to them upon termination and/or resignation as required by Labor
23 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
24 minimum wages, and premium wages.

25 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
26 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
27 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
28 earned; all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate; owed meal and rest period premiums; and other such information
2 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further
3 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as
4 gross and net wages paid.

5 23. For at least three (3) years prior to the filing of this action and continuing to the
6 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
7 costs incurred in using cellular phones for work-related purposes, and costs incurred for mileage as
8 a result of traveling to and from and in between Defendants' customers' homes.

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10 24. Plaintiff, on his own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
12 512, 1194, 1194.2, 1197, 2802, California Code of Regulations, Title 8, section 11040, the
13 applicable Wage Order, and other such provisions of California law seeking overtime wages,
14 minimum wages, payment of premium wages for missed meal and rest periods, waiting time
15 penalties, wage statement penalties, a indemnification of work-related expenses and reasonable
16 attorneys' fees and costs.

17 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
22 restitution of amounts owed.

23 **CLASS ACTION ALLEGATIONS**

24 26. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
25 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
26 and former non-exempt employees of Defendants within the State of California at any time
27 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
28 of the class action is provided to the class (collectively referred to as "Class Members").

1 27. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
2 to amend or modify the class description with greater specificity, further divide the defined class
3 into subclasses, and to further specify or limit the issues for which certification is sought.

4 28. This action has been brought and may properly be maintained as a class action under
5 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
6 of interest in the litigation and the proposed Class is easily ascertainable.

7 **A. Numerosity**

8 29. The potential Class Members as defined are so numerous that joinder of all the
9 members of the Class is impracticable. While the precise number of Class Members has not been
10 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
11 Members employed by Defendants within the State of California.

12 30. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiff alleges Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 **B. Commonality**

17 31. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 a. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 b. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 c. Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 d. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?
- 28 e. Did Defendants violate applicable Wage Orders by not authorizing or permitting

1 Class Members to take compliant rest periods?

2 f. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
3 Members upon termination or resignation all wages earned?

4 g. Are Defendants liable to Class Members for waiting time penalties under Labor Code
5 section 203?

6 h. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
7 Class Members with accurate wage statements?

8 i. Did Defendants fail to indemnify Class Members for all necessary expenditures or
9 losses incurred in direct consequence of the discharge of their duties or by obedience
10 to the directions of Defendants as required under Labor Code section 2802?

11 j. Did Defendants violate the Unfair Competition Law, Business and Professions Code
12 section 17200, *et seq.*, by their unlawful practices as alleged herein?

13 k. Are Class Members entitled to restitution of wages under Business and Professions
14 Code section 17203?

15 l. Are Class Members entitled to costs and attorneys' fees?

16 m. Are Class Members entitled to interest?

17 **C. Typicality**

18 32. The claims of Plaintiff herein alleged are typical of those claims which could be
19 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
20 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
21 damages arising out of and caused by Defendants' common course of conduct in violation of laws
22 and regulations that have the force and effect of law and statutes as alleged herein.

23 **D. Adequacy of Representation**

24 33. Plaintiff will fairly and adequately represent and protect the interest of Class
25 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
26 hour class actions.

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1 40. At all times relevant to this Second Amended Complaint, Labor Code section 226.2
2 was in effect and provided: “this section shall apply for employees who are compensated on a piece-
3 rate basis for any work performed during a pay period...” and “shall not be construed to limit or
4 alter minimum wage or overtime compensation requirements, or the obligation to compensate
5 employees for all hours worked under any other statute or local ordinance.” The section further
6 provides that the total compensation for any day in the pay period must be “no less than what is due
7 under the applicable minimum wage and any required overtime compensation.”

8 41. Four (4) years prior to the filing of the Complaint in this Action through the present,
9 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
10 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
11 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
12 result of, including but not limited to, Defendants, failing to accurately track and pay for all hours
13 actually worked at the proper overtime rate of pay, and paying Plaintiff and Class Members at their
14 regular hourly rate for overtime hours worked, to the detriment of Plaintiff and Class Members.

15 42. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
16 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
17 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
18 occasion, willfully violated the provisions of the Labor Code, among others, sections 226.2, 510,
19 1194, and applicable IWC Wage Orders, and California law. Defendants had the ability to pay all
20 overtime wages earned by Plaintiff and other similarly situated employees but intentionally adopted
21 policies or practices incompatible with the requirements of Labor Code sections 226.2 and 510.

22 43. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
23 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
24 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
25 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

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1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 44. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 45. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 46. Pursuant to Labor Code section 226.2, 1197, and applicable Wage Orders, Plaintiff
8 and Class Members were entitled to receive minimum wages for all hours worked or otherwise
9 under Defendants' control.

10 47. At all relevant times, Labor Code section 226.2 was in effect and provided: "this
11 section shall apply for employees who are compensated on a piece-rate basis for any work performed
12 during a pay period..." and "shall not be construed to limit or alter minimum wage or overtime
13 compensation requirements, or the obligation to compensate employees for all hours worked under
14 any other statute or local ordinance." The section further provides that employees shall be
15 compensated for other nonproductive and rest and recovery time at an hourly rate that is no less than
16 the applicable minimum wage.

17 48. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Defendants failed, among other things, at times, to accurately track and pay for all hours
19 actually worked at their regular rate of pay that is above the minimum wage, and by requiring
20 Plaintiff and Class Members to complete pre-shift and post-shift tasks while off the clock, to the
21 detriment of Plaintiff and Class Members.

22 49. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
24 for all hours worked or otherwise due.

25 50. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
26 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
27 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
28 damages, reasonable attorneys' fees and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

3 51. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 52. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

7 53. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
8 employ an employee for a work period of more than five (5) hours without a timely meal break of
9 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
10 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
11 per day without providing the employee with a second timely meal period of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties.

13 54. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
14 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
15 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
16 of compensation for each workday that the meal period is not provided.

17 55. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
19 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
20 permitted. At times, Defendants required Plaintiff and Class Members to work through meal periods.
21 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at Plaintiff's and the
22 Class Member's regular rate of compensation on the occasions that Class Members were not
23 provided compliant meal periods.

24 56. By their failure to provide Plaintiff and Class Members compliant meal periods as
25 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
26 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
27 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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57. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

58. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

59. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

60. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

61. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

62. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

63. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

3 64. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
4 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
5 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
6 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

7 65. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for rest periods that they were not authorized or permitted to take.

10 66. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

16 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 68. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 69. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
24 discharge immediately upon termination. Class Members who resigned were entitled to payment of
25 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
27 unpaid at the time of resignation.

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70. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime and minimum wages mentioned above, and failure to pay owed meal and rest period premiums as mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

71. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was knowing and willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202 but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

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72. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

73. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

74. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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1 76. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

3 77. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
4 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
6 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
8 employer, among other things.

9 78. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
10 before the filing of the Complaint in this Action through the present, Defendants failed to comply
11 with Labor Code section 226, subdivision (a) and 226.2, subdivisions (a)(2)(A-B) by adopting
12 policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members
13 with accurate itemized statements that accurately reflect, among other things, gross wages earned;
14 total hours worked; net wages earned; owed meal and rest period premiums; all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked at each hourly
16 rate; and the name and address of the legal entity that is the employer, among other things.

17 79. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
18 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
19 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
20 provided wage statements that Defendants knew were not accurate.

21 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered injury. The absence of accurate information on Class Members' wage statements at times
23 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
24 mathematical computations to determine the amount of wages owed; causes difficulty and expense
25 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
26 about wages and amounts deducted from wages to state and federal governmental agencies, among
27 other things.

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81. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

82. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

83. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

84. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

85. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

86. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: using cellular phones for work-related purposes, and traveling to and from and in between Defendants' customers' homes.

87. During that time period, Plaintiffs are informed and believe, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class Members for those losses and/or expenditures.

88. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

89. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

90. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

91. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

92. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

93. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

94. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

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1 **NINTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(California Labor Code § 2699, *et seq.* – Against All Defendants)**

4 95. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

5 96. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
6 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
7 Employees”), brings this representative action against Defendants to recover the civil penalties due
8 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
9 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
10 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
11 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
12 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
13 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
14 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
15 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
16 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) \$100 for
17 each initial violation and \$200 for each subsequent violation per employee per pay period for those
18 violations of the Labor Code for which no civil penalty is specifically provided, based on the
19 following Labor Code violations: Failing to pay minimum and overtime wages for all hours worked
20 to Aggrieved Employees in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197,
21 and 1198; Failing to authorize and permit all legally required rest periods, and failure to pay rest
22 period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of
23 Labor Code sections 226.7, 516, 558, and 1198; Failing to authorize and permit all legally required
24 meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular
25 rate of compensation in violation of Labor Code sections 226.7, 512, 516, 558, and 1198; Failing to
26 furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of
27 Labor Code sections 226; Failing to pay Aggrieved Employees wages owed upon termination or
28 separation of employment pursuant to Labor Code sections 201, 202, and 203; Failing to indemnify

1 Aggrieved Employees for all necessary expenditures or losses incurred by the Aggrieved Employees
2 in direct consequence of the discharge of his or her duties in violation of Labor Code section 2802;
3 and Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor
4 Code sections 1174 and 1198.

5 97. On or about October 26, 2025, Plaintiff notified Defendants via certified mail and
6 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under Labor Code sections 2698, *et seq.* with respect to the violations of the Labor Code identified
9 in the preceding paragraph. Now that 65 days have passed from Plaintiff notifying Defendants and
10 the LWDA of these violations, both in the original and amended notice, Defendants have not cured
11 any curable violations, and the LWDA has not provided notice that it intends to investigate the
12 violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private
13 Attorneys General Act with respect to these violations.

14 98. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of
15 reasonable attorneys’ fees and costs in connection with their herein-described claims for civil
16 penalties.

17 **DEMAND FOR JURY TRIAL**

18 99. Plaintiff demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
21 against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
23 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
24 counsel as class counsel;
25 C. Damages for all wages earned and owed, including minimum overtime wages under
26 Labor Code sections 510, 1194, 1197, and 1199;
27 D. Liquidated damages pursuant to Labor Code sections 1194.2;
28 E. Damages for unpaid premium wages from missed meal and rest periods under,

1 among other Labor Code sections, 512 and 226.7;

2 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
3 (e);

4 G. Waiting time penalties under Labor Code sections 203;

5 H. Penalties to timely pay wages under Labor Code section 210;

6 I. Damages under Labor Code sections 2802;

7 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
8 the California Labor Code and requiring the establishment of appropriate and
9 effective means to prevent future violations;

10 K. Restitution of wages and benefits due which were acquired by means of any unfair
11 business practice, according to proof;

12 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
13 1197.1, and 2699;

14 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;

15 N. For attorneys' fees in prosecuting this action;

16 O. For costs of suit incurred herein; and

17 P. For such other and further relief as the Court deems just and proper.

18 Dated: January 02, 2026

PAYASLYAN LAW, P.C.

19
20 BY: /s/ Robert B. Payaslyan

21 ROBERT B. PAYASLYAN

22 Attorney for Plaintiff Eric Roberts on behalf of himself
23 and all others similarly situated

24 Dated: January 02, 2026

CONSUMER ADVOCATE LAWYER, P.C.

25
26 BY: /s/ Michelle Avidisyans

27 MICHELLE AVIDISYANS

28 Attorney for Plaintiff Eric Roberts on behalf of himself
and all others similarly situated