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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GEORGINA WILSON, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act
("PAGA");

Plaintiff,

vs.

Archer Health Inc., LLC, an unknown business
entity; Optimal Health Care, Inc.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 25CU053463C

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff Georgina Wilson (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant Archer Health Inc., Defendant
6 Optimal Health Care, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for
7 California Labor Code violations and unfair business practices stemming from Defendants’
8 failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
10 and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify
11 necessary business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of herself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Diego County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.



1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay at the regular rate of pay for each
10 workday a meal period violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay at the employee's
14 regular rate of pay for each workday a rest period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
27 were willful and deliberate.
28



7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of San Diego, State of California, as an hourly, non-exempt Liaison from approximately January 2025 to approximately June 2025.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Archer Health Inc. is:

- (a) An unknown business entity with its principal place of business in Carlsbad, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Diego; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class and the Aggrieved Employees. Defendant suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Optimal Health Care, Inc. is:

- (d) A California corporation with its principal place of business in Carlsbad, California;



- 1 (e) A business entity conducting business in numerous counties throughout the
2 State of California, including in San Diego; and
- 3 (f) The former employer of Plaintiff, and the current and/or former employer
4 of the putative Class and the Aggrieved Employees. Defendant suffered and
5 permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or
6 controlled their wages, hours, or working conditions.

7 12. Plaintiff does not currently know the true names or capacities of the persons or
8 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
9 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
10 damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein.
11 Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants
12 when they have been ascertained, together with appropriate charging allegations, as may be
13 necessary.

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

18 14. Plaintiff is informed and believes and thereon alleges that at all relevant times
19 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
20 and the other employees described in the class definitions below, and exercised control over
21 their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
22 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
23 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
24 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
25 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
26 such other relationships to some or all of the other Defendants so as to be liable for their conduct
27 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
28 that each Defendant acted pursuant to and within the scope of the relationships alleged above,



1 that each Defendant knew or should have known about, and authorized, ratified, adopted,
2 approved, controlled, aided and abetted the conduct of all other Defendants.

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

4 15. Plaintiff is a California resident who worked for Defendants in the County of San
5 Diego, State of California, as a Liaison during the statutory period. Plaintiff was typically
6 scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

7 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
8 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
9 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
10 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
11 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
12 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
13 working for Defendants was typical and illustrative.

14 17. Throughout the statutory period, Plaintiff, the Class, and the Aggrieved
15 Employees worked more than 8 hours in a workday and more than 40 hours in a workweek.
16 Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the
17 Aggrieved Employees for all hours worked, including all overtime wages. In those instances
18 where Plaintiff, the Class, and the Aggrieved Employees earned non-discretionary bonuses and
19 other remuneration, Defendants failed to incorporate all remuneration when calculating the
20 correct overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay,
21 and sick day rate of pay. Defendants also regularly used a system of time rounding in a manner
22 that resulted, over a period of time, in failing to compensate Plaintiff, the Class, and the
23 Aggrieved Employees properly for all the time they have actually worked, even though the
24 realities of Defendants' operations are such that it is possible, practical, and feasible to count
25 and pay for work time to the minute. Also throughout the statutory period, Plaintiff, the Class,
26 and the Aggrieved Employees were required to work "off-the-clock" and uncompensated. For
27 example, Plaintiff, the Class, and the Aggrieved Employees were required to transport work
28 materials from the parking lot to the facility off-the-clock. Plaintiff, the Class, and the



1 Aggrieved Employees were also required to complete time-sensitive tasks such as completing
2 paperwork while off-the-clock. Despite being required to perform these work tasks, Plaintiff, the
3 Class, and the Aggrieved Employees were not compensated for this time worked. In
4 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
5 records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

6 18. Throughout the statutory period, Defendants have wrongfully failed to provide
7 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
8 Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in excess
9 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
10 duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class,
11 and the Aggrieved Employees for meal periods that were not provided by the end of the fifth
12 hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff, the
13 Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth
14 hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiff
15 and the Class were often required to work during their meal periods, leading to the failure to
16 provide uninterrupted meal periods. For example, Plaintiff, the Class, and the Aggrieved
17 Employees were required to prioritize urgent work tasks before starting their meal periods or
18 during their meal periods, resulting in late, shortened, interrupted, or missed meal periods.
19 These requirements also meant Plaintiff, the Class, and the Aggrieved Employees were not
20 relieved of all duty during their meal periods. For example, Plaintiff, the Class, and the
21 Aggrieved Employees suffered interrupted, short, or missed meal periods due to interruptions by
22 managers contacting them by phone instructing them to perform work tasks. Additionally, when
23 Plaintiff, the Class, and the Aggrieved Employees worked for over 10 hours, they did not
24 receive a second meal break. Despite this, Plaintiff, the Class, and the Aggrieved Employees
25 never received one hour of penalty pay or a “meal premium” for any late, short, interrupted, or
26 missed meal break. As a result, Plaintiff, the Class, and the Aggrieved Employees were not
27 provided with uninterrupted and complete meal periods. Accordingly, Defendants’ policy and
28



1 practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in
2 compliance with California law.

3 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
4 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
5 periods. Defendants often required Plaintiff, the Class, and the Aggrieved Employees to work in
6 excess of four consecutive hours a day without Defendants authorizing and permitting them to
7 take a net 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
8 major fraction thereof), or without compensating Plaintiff, the Class, and the Aggrieved
9 Employees for rest periods that were not authorized or permitted. Defendants also did not
10 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a rest
11 period. Moreover, Defendants did not have adequate policies or practices permitting or
12 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
13 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
14 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
15 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
16 maintain accurate records of employee work periods, and therefore Defendants cannot
17 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
18 middle of each work period. For example, due to Defendants' assignment of heavy workloads
19 and severe understaffing, Plaintiff, the Class, and the Aggrieved Employees were regularly
20 required to work through their rest periods. Plaintiff, the Class, and the Aggrieved Employees
21 were not even able to use the restroom without being interrupted by management. As a result,
22 Plaintiff, the Class, and the Aggrieved Employees were rarely provided with compliant rest
23 periods and were regularly required to work through their rest periods. Despite this, Plaintiff,
24 the Class, and the Aggrieved Employees never received one hour of penalty pay or a "rest
25 premium" for any short, interrupted, or missed rest break. As a result, Plaintiff, the Class, and
26 the Aggrieved Employees were rarely provided with compliant rest periods and were regularly
27 required to work through their rest periods. Accordingly, Defendants' policy and practice was
28



1 to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest
2 periods in compliance with California law.

3 20. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
4 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
5 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
6 Aggrieved Employees were required to use their personal cell phones for work purposes such as
7 clocking in and out of work and communicating with co-workers and management. Plaintiff, the
8 Class, and the Aggrieved Employees were also required to use their personal vehicles for work
9 purposes such as driving to patients' houses. but were not adequately reimbursed for these costs.
10 Plaintiff, the Class, and the Aggrieved Employees were not adequately compensated for these
11 work-related expenses.

12 21. Throughout the statutory period, Defendants willfully failed and refused to timely
13 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
14 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
15 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
16 Employees their final paychecks immediately upon termination.

17 22. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
18 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
19 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
20 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
21 were not provided in accordance with California law, correct wages for rest periods that were
22 not authorized and permitted to take in accordance with California law, and Defendant's
23 address). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the
24 Class, and the Aggrieved Employees suffered injury because, among other things:

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum wages, overtime wages, meal period premium wages, and rest
27 period premium wages to which they were entitled, even though they were
28 entitled;



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

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

26 **CLASS ACTION ALLEGATIONS**

27 23. Plaintiff brings certain claims individually, as well as on behalf of each and all
28 other persons similarly situated, and thus, seek class certification under California Code of Civil



1 Procedure § 382.

2 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
3 authorized by California law.

4 25. The proposed Class consists of and is defined as:

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

8 26. At all material times, Plaintiff was a member of the Class.

9 27. Plaintiff undertakes this concerted activity to improve the wages and working
10 conditions of all Class Members.

11 28. There is a well-defined community of interest in the litigation and the Class is
12 readily ascertainable:

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

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

23 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
24 the interests of each Class Member with whom there is a shared, well-
25 defined community of interest and typicality of claims, as demonstrated
26 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
27 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
28 the rules governing class action discovery, certification, and settlement.



1 Plaintiff has incurred, and throughout the duration of this action, will
2 continue to incur costs and attorneys' fees that have been, are, and will be
3 necessarily expended for the prosecution of this action for the substantial
4 benefit of each class member.

5 (d) Superiority: A Class Action is superior to other available methods for the
6 fair and efficient adjudication of the controversy, including consideration
7 of:

- 8 1) The interests of the members of the Class in individually
9 controlling the prosecution or defense of separate actions;
- 10 2) The extent and nature of any litigation concerning the controversy
11 already commenced by or against members of the Class;
- 12 3) The desirability or undesirability of concentrating the litigation of
13 the claims in the particular forum; and
- 14 4) The difficulties likely to be encountered in the management of a
15 class action.

16 (e) Public Policy Considerations: The public policy of the State of California
17 is to resolve the California Labor Code claims of many employees through
18 a class action. Indeed, current employees are often afraid to assert their
19 rights out of fear of direct or indirect retaliation. Former employees are
20 also fearful of bringing actions because they believe their former
21 employers might damage their future endeavors through negative
22 references and/or other means. Class actions provide the class members
23 who are not named in the complaint with a type of anonymity that allows
24 for the vindication of their rights at the same time as their privacy is
25 protected.

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



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

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are



1 responsible in an amount sufficient to adequately compensate the members
2 of the Class for the injuries sustained;

3 (f) Without class certification, the prosecution of separate actions by
4 individual members of the class would create a risk of:

- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the Class which would establish incompatible standards
7 of conduct for Defendants; and/or
8 2) Adjudications with respect to the individual members which would,
9 as a practical matter, be dispositive of the interests of other
10 members not parties to the adjudications, or would substantially
11 impair or impede their ability to protect their interests, including but
12 not limited to the potential for exhausting the funds available from
13 those parties who are, or may be, responsible Defendants; and,

14 (g) Defendants have acted or refused to act on grounds generally applicable to
15 the Class, thereby making final injunctive relief appropriate with respect to
16 the class as a whole.

17 31. Plaintiff contemplates the eventual issuance of notice to the proposed members of
18 the Class that would set forth the subject and nature of the instant action. The Defendants' own
19 business records may be utilized for assistance in the preparation and issuance of the
20 contemplated notices. To the extent that any further notices may be required, Plaintiff would
21 contemplate the use of additional techniques and forms commonly used in class actions, such as
22 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
23 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

24 **FIRST CAUSE OF ACTION**

25 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

26 32. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 22 in this Complaint.
28



1 33. “Hours worked” is the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
5 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
6 compensation for each hour worked as alleged above, Defendants willfully violated the
7 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
8 Orders, which require such compensation to non-exempt employees.

9 35. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
10 non-overtime hours worked for Defendants.

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

13 37. By virtue of the Defendants’ unlawful failure to pay additional compensation to
14 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
15 suffered, and will continue to suffer, damages in amounts which are presently unknown to
16 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
17 will be ascertained according to proof at trial.

18 38. By failing to keep adequate time records required by California Labor Code §
19 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
20 compensation due Plaintiff and the Class.

21 39. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
22 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay
23 minimum wages.

24 40. California Labor Code section 204 requires employers to provide employees with
25 all wages due and payable twice a month. Throughout the statute of limitations period
26 applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month
27 at rates required by law, including minimum wages. However, during all such times,
28



Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

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

46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

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

1 48. By failing to keep adequate time records required by Labor Code § 1174(d),
2 Defendants have made it difficult to calculate the full extent of overtime compensation due to
3 Plaintiff and the Class.

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

8 50. California Labor Code § 204 requires employers to provide employees with all
9 wages due and payable twice a month. The Wage Orders also provide that every employer shall
10 pay to each employee, on the established payday for the period involved, overtime wages for all
11 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
12 Class with all compensation due, in violation of California Labor Code § 204.

13 **THIRD CAUSE OF ACTION**

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

15 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 22 in this Complaint.

17 52. Under California law, Defendants have an affirmative obligation to relieve the
18 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
19 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
20 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
21 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
22 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
23 violation of Section 226.7 of the California Labor Code for an employer to require any
24 employee to work during any meal period mandated under any Wage Order.

25 53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
26 and the Class with both meal periods as required by California law. By their failure to permit
27 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
28 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),

Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

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

FOURTH CAUSE OF ACTION

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

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

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

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

58. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required rest break(s), plus interest thereon.



1 **FIFTH CAUSE OF ACTION**

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

3 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 22 in this Complaint.

5 60. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
6 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
7 losses incurred in direct consequence of the discharge of their duties or of their obedience to
8 directions of Defendants.

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

11 62. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
12 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
13 2802(b).

14 **SIXTH CAUSE OF ACTION**

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

17 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 22 in this Complaint.

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

25 65. Within the applicable statute of limitations, the employment of Plaintiff and many
26 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
27 employment of others will be. However, during the relevant time period, Defendants failed, and
28 continue to fail to pay terminated Class Members, without abatement, all wages required to be



1 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
2 seventy-two (72) hours of their leaving Defendants' employ.

3 66. Defendants' failure to pay Plaintiff and those Class members who are no longer
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
6 Code §§ 201 and 202.

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

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

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

17 **SEVENTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 19 **Compliant Wage Records)**

20 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 22 in this Complaint.

22 71. At all material times set forth herein, California Labor Code § 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate itemized wage statement
24 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
25 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
26 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
27 made on written orders of the employee may be aggregated and shown as one item, (5) net
28 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name



1 of the employee and the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.

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

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

11 74. Specifically, Plaintiff and the members of the Class have been injured by
12 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
13 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
14 statements under California Labor Code § 226(a).

15 75. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
16 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
17 a result of having to bring this action to attempt to obtain correct wage information following
18 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and
19 related laws and regulations.

20 76. Plaintiff and the Class are entitled to recover from Defendants their actual
21 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

22 77. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
23 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor
24 Code § 226(h).

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1 **EIGHTH CAUSE OF ACTION**

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

4 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 22 in this Complaint.

6 79. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 80. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
10 seeks to enforce important rights affecting the public interest within the meaning of Code of
11 Civil Procedure § 1021.5.

12 81. Defendants’ activities, as alleged herein, are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code §§ 17200, *et seq.*

15 82. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code, are unlawful and in violation of
18 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
19 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
20 California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Pay Minimum Wages**

22 83. Defendants’ failure to pay minimum wages, and other benefits in violation of the
23 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
24 Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Pay Overtime Wages**

26 84. Defendants’ failure to pay overtime compensation and other benefits in violation
27 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
28 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

2 85. Defendants' failure to maintain accurate records of all hours worked in accordance
3 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
4 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Provide Meal Periods**

6 86. Defendants' failure to provide meal periods in accordance with California Labor
7 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
8 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

13 **Failure to Indemnify Necessary Business Expenses**

14 88. Defendants' failure to indemnify employees for necessary business expenses in
15 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
16 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
17 17200, *et seq.*

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

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

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

26 91. Plaintiff and the Class Members suffered monetary injury as a direct result of
27 Defendants' wrongful conduct.

28 92. Plaintiff, individually, and on behalf of members of the putative Class, is entitled



1 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
2 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived,
3 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff
4 and the Class are not obligated to establish individual knowledge of the wrongful practices of
5 Defendants in order to recover restitution.

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

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

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

21 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
22 and putative Class Members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of this complaint; a
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
25 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
26 1021.5 and other applicable laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

4 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 22 in this Complaint.

6 98. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 99. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 100. Plaintiff has exhausted her administrative remedies pursuant to California Labor
17 Code § 2699.3. On October 2, 2025, she gave written notice by online filing to the Labor and
18 Workforce Development Agency and by certified mail to Defendants of the specific provisions
19 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
20 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
21 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1129462-25.

22 101. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
23 Workforce Development Agency has not indicated that it intends to investigate Defendants’
24 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
25 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
26 the Labor Code described in this Complaint. These penalties include, but are not limited to,
27 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

28 102. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor



1 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
2 employing labor who willfully fails to maintain accurate and complete records required by
3 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
4 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
5 begins and ends each work period. Meal periods, and total hours worked daily shall also be
6 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
7 keep total hours worked in the payroll period and applicable rates of pay.

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

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

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

PRAYER FOR RELIEF

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

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For general unpaid wages at overtime wage rates as may be appropriate;

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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



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

3 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

5 As to the Sixth Cause of Action

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

9 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
10 employees who have left Defendants' employ;

11 32. For pre-judgment interest on any unpaid wages from the date such amounts were
12 due;

13 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

15 As to the Seventh Cause of Action

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

19 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

22 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

24 As to the Eighth Cause of Action

25 40. That the Court declare, adjudge and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
27 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
28 accurate records of meal periods, failing to authorize and permit rest periods, and failing to

maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including overtime, failure to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

47. For all actual, consequential and incidental losses, according to proof;

48. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

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

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

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As to all Causes of Action

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

Dated: December 9, 2025

Respectfully submitted,

THE SENTINEL FIRM, APC

By:


Seting L. Yang
Tiffany Hyun
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: December 9, 2025

THE SENTINEL FIRM, APC

By:

Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff

