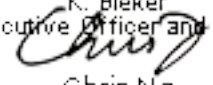


FILED

04/24/2026

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Executive Officer and Clerk

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Attorneys for Plaintiff Aina Viola

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

AINA VIOLA, on behalf of herself and others
similarly situated, the general public and the
State of California as private attorney general

Plaintiff,

vs.

REMARKABLE CAREGIVERS RCSM LLC, a
California limited liability company; SAGE
MOUNTAIN SENIOR HOUSING PARTNERS,
LLC, a California limited liability company;
AGEMARK CORPORATION, a California
corporation; and DOES 1 through 25 inclusive;

Defendants.

CASE NO. 2025CUOE056898

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums)
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums)
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of California Labor Code (Failure to Timely Pay Wages)
- (6) Violation of California Labor Code §§ 226 and 1174 (Non-Compliant Wage Statements and Failure to Maintain Records)
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses)
- (8) Violation of California Labor Code §§ 201-204, 233, and 246 (Failure to Pay Sick Pay Wages)
- (9) Violation of California Business & Professions Code §§ 16600 *et seq.* and California Labor Code § 432.5
- (10) Violation of California Business & Professions Code §§ 17200 *et seq.*
- (11) Violation of PAGA (California Labor Code §§ 2698 *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Aina Viola (“Plaintiff” or “Viola”), based on facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation and
3 discovery, alleges as follows, individually and on behalf of other similarly situated employees and on
4 behalf of the State of California and other allegedly aggrieved employees pursuant to the California
5 Private Attorneys General Act:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant Remarkable Caregivers RCSM LLC,
8 Sage Mountain Senior Housing Partners, LLC, Agemark Corporation, and Does 1 through 25
9 (Defendants are collectively referred to as “Defendants”) for California Labor Code violations and
10 unfair business practices stemming from Defendants’ failure to pay all wages (including minimum
11 wages, overtime wages, and premium wages), failure to provide uninterrupted and compliant meal
12 periods, failure to provide uninterrupted and compliant rest periods, failure to indemnify necessary
13 business expenses, failure to furnish accurate itemized wage statements, and requiring illegal non-
14 solicitation/non-competition agreements.

15 2. Plaintiff brings the First through Tenth Causes of Action individually and as a class
16 action on behalf of herself and all other employees of Defendants (hereinafter collectively referred to
17 as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiff and
18 all other California non-exempt employees of Defendants during the statute of limitations period
19 applicable to the claims pleaded here.

20 3. Plaintiff brings the Eleventh Cause of Action as a representative action under the
21 California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”) to
22 recover civil penalties that are owed to Plaintiff, the State of California, and past and present
23 employees of Defendants employed at any time within the applicable statutory period (hereinafter
24 referred to as the “Aggrieved Employees”).

25 4. Defendants own/owned and/or operate/operated an industry, business, and
26 establishment within the State of California, including Ventura County. As such, and based upon all
27 the facts and circumstances incident to Defendants’ business in California, Defendants are subject to
28

1 the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and the
2 California Business & Professions Code.

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

- 5 a. Failing to pay employees for all hours worked, including all minimum wages,
6 overtime wages, and premium wages, in compliance with the California Labor
7 Code and IWC Wage Orders;
- 8 b. Failing to provide employees with timely and duty-free meal periods in compliance
9 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
10 records of all meal periods taken, restricted, interrupted, or missed, and failing to
11 pay an additional hour’s pay for each workday a meal period violation occurred;
- 12 c. Failing to provide employees with timely and duty-free rest periods in compliance
13 with the California Labor Code and IWC Wage Orders, and failing to pay an
14 additional hour’s 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, and
17 premium wages due within the time period specified by California law;
- 18 f. Failing to maintain accurate records of the hours that employees worked;
- 19 g. Failing to provide employees with accurate, itemized wage statements containing
20 all the information required by the California Labor Code and IWC Wage Orders;
21 and
- 22 h. Restraining employees from engaging in a lawful profession, trade or business
23 through illegal non-solicitation and/or non-competition agreements.

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 and practices. Defendants’ violations, as alleged above, during all relevant times
27 herein 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 and the Class/Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

8. This class, representative, and individual action is brought in the Superior Court for the County of Ventura pursuant to California Code of Civil Procedure § 382 and California Labor §§ 2698 *et seq.* The monetary damages, civil penalties, and restitution sought by Plaintiff in this action exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Class Members and Aggrieved Employees in Ventura County, California, have their principal place of business in Ventura County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Ventura County) market so as to render the exercise of jurisdiction in California proper.

11. Pursuant to California Code of Civil Procedure §§ 395, 393(a) and/or 395.5, venue is proper in this judicial district. Ventura County is the proper venue, particularly because Defendants employed Plaintiff and other Class Members and Aggrieved Employees in Ventura County, Defendants maintain offices, have agents, employ individuals and/or transact business in Ventura County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Ventura County.

PARTIES

12. Plaintiff is a California resident who has worked for Defendants in Ventura County, California, from approximately July 2023 until September 2025.

13. 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. Am. Savings and Loan Ass'n*, 5 Cal.3d 864, 872 (1971), *Hutcheson v. Superior Court*, 74 Cal. App. 5th 923 (2022), and other applicable law.

14. Plaintiff is informed and believes and based upon that information and belief alleges, that Defendants are:

- a. A business entities conducting business in the State of California, including in Ventura County.
- b. The former employer(s) of Plaintiff, and the current and former employer(s) of the putative Class and the Aggrieved Employees. Defendants suffered and permitted Plaintiff and the Class to work and/or controlled their wages, hours, or working conditions.
- c. At all times alleged herein, Defendants are and were the employers of Plaintiff and the Class and the Aggrieved Employees.

15. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-25, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

16. At all times mentioned herein, the Defendants named as Does 1-25, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class and the Aggrieved Employees in the State of California.

1 17. Plaintiff is informed and believes and thereon alleges that at all relevant times each
2 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
3 employees described in the class and Aggrieved Employees definitions below, and exercised control
4 over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and
5 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
6 partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate,
7 parent corporation, successor in interest and/or predecessor in interest of some or all of the other
8 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit,
9 and bore such other relationships to some or all of the other Defendants so as to be liable for their
10 conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon
11 alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above,
12 that each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
13 controlled, aided and abetted the conduct of all other Defendants.

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

15 18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons
16 as hourly-paid or non-exempt employees within the State of California, including the County of
17 Ventura.

18 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
19 employee, from approximately July 2023 until September 2025, in the State of California, County of
20 Ventura.

21 20. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
22 (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with
23 uninterrupted and compliant meal periods, failed to provide Plaintiff with uninterrupted and compliant
24 rest periods, failed to pay Plaintiff at the regular rate of pay when required, failed to indemnify
25 Plaintiff for necessary business expenses, failed to timely pay all wages to Plaintiff, and failed to
26 furnish accurate wage statements. As discussed below, Plaintiff's experience working for Defendants
27 was typical and illustrative.
28

1 21. Defendants had the authority to hire and terminate Plaintiff and the other class and
2 subclass members and Aggrieved Employees, to set work rules and conditions governing Plaintiff's
3 and the other class and subclass members' and the Aggrieved Employees' employment, and to
4 supervise their daily employment activities.

5 22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
6 and the other class and subclass members' and the Aggrieved Employees' employment for them to
7 be joint employers of Plaintiff and the other class and subclass members and Aggrieved Employees.

8 23. Defendants directly hired and paid wages, other compensation, and benefits to Plaintiff
9 and the other class and subclass members and Aggrieved Employees.

10 24. Defendants continue to employ hourly-paid or non-exempt employees within the State
11 of California.

12 25. Plaintiff and the other class and subclass members and Aggrieved Employees worked
13 over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
14 Defendants and were not paid overtime.

15 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
16 (and continue to engage) in a pattern and practice of wage abuse against their hourly-paid or non-
17 exempt employees within the State of California. This pattern and practice involved/involves, *inter*
18 *alia*, failing to pay them for all regular, overtime, minimum, and/or other wages earned, and for
19 missed, shortened, late, interrupted, restricted and/or otherwise non-compliant meal and rest periods
20 in violation of California law.

21 27. Defendants were required to pay Plaintiff and putative class and subclass members and
22 Aggrieved Employees for all their time worked, meaning the time during which an employee is
23 subject to the control of an employer, including all the time the employee is suffered or permitted to
24 work. Defendants required Plaintiff and class and subclass members and Aggrieved Employees to
25 work without paying them for all the time they are or were under Defendants' control. Among other
26 things, Plaintiff and other class and subclass members and Aggrieved Employees were at times
27 required to wait in line for several minutes off-the-clock to utilize Defendants' time clock machine.
28 Further, the time clock was not always working properly and failed to correctly capture employee

1 times, to the detriment of the employees. The time clock at times also did not correctly input employee
2 “in” or “out” punches (without notifying the employee), causing lost work time to the detriment of
3 the employee. Defendants also required Plaintiff and other class and subclass members and Aggrieved
4 Employees to work while clocked out during what is supposed to be their off-duty meal breaks.
5 Plaintiffs and class and subclass members and Aggrieved Employees were also required to perform
6 job duties off the clock, including after their scheduled shifts, including, but not limited to, assisting
7 patients, communicating regarding with employees/management about work-related inquiries, and
8 completing work tasks. Defendants also required Plaintiff and other class and subclass members and
9 Aggrieved Employees to work during their rest breaks, including due to their rigorous work schedules
10 and lack of coverage/support.

11 28. Defendants knew or should have known that Plaintiff and the other class and subclass
12 members and Aggrieved Employees were entitled to receive certain wages and that they were not
13 receiving accurate compensation for all hours worked. In fact, Plaintiff *raised such issues with*
14 *Defendants on multiple occasions*, to no avail.

15 29. Defendants also fail to properly calculate the “regular rate of pay” for purposes of
16 calculating, *inter alia*, overtime and meal/rest break premium pay.

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
18 provide Plaintiff and the other class and subclass members and Aggrieved Employees all required,
19 legally compliant rest and meal periods during the relevant time period as required under the IWC
20 Wage Orders and thus they are entitled to any and all applicable penalties for such violations.

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
22 relieve Plaintiff and the other class and subclass members and Aggrieved Employees of all duties,
23 failed to relinquish control over Plaintiff and the other class and subclass members’ and Aggrieved
24 Employees’ activities, failed to permit Plaintiff and the other class and subclass members and
25 Aggrieved Employees a reasonable opportunity to take, and impeded, restricted (including
26 geographically), or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no
27 later than the end of their fifth hour of work for shifts lasting at least six (6) hours.

1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
3 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
4 the other class and subclass members' and Aggrieved Employees' regular rate of pay when a meal
5 period was missed, shortened, late, interrupted, restricted to the premises and/or otherwise not
6 compliant with the requirements of applicable California law, and they did not receive all meal periods
7 or payment of one additional hour of pay at Plaintiff's and the other class and subclass members' and
8 Aggrieved Employees' regular rate of pay when a meal period was not compliant with California law.

9 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
10 provide, authorize, and permit Plaintiff and other class and subclass members and Aggrieved
11 Employees to take full, uninterrupted, off-duty, unrestricted (including geographically), and otherwise
12 legally compliant rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or
13 two full, uninterrupted, off-duty and otherwise legally compliant rest periods for every shift lasting
14 six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and otherwise legally compliant rest
15 periods for every shift lasting ten (10) hour to fourteen (14) hours, and failed to make a good faith
16 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
19 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
20 other class and subclass members' and Aggrieved Employees' regular rate of pay when a rest period
21 was missed, shortened, late, interrupted, on-duty, restricted to the premises and/or otherwise not
22 compliant with the requirements of applicable California law, and they did not receive all rest periods
23 or payment of one additional hour of pay at Plaintiff's and the other class and subclass members' and
24 Aggrieved Employees' regular rate of pay when a rest period was not compliant with California law.

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
27 were entitled to receive at least minimum wages for compensation and that they were not receiving at
28 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*

1 *alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class and
2 subclass members and Aggrieved Employees worked off the clock performing work duties, including
3 (but not limited to) duties such as those described herein.

4 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
6 were entitled to receive complete and accurate wage statements in accordance with California law,
7 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
8 deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours worked
9 by Plaintiff and the other class and subclass members; (ii) the accurate and applicable rates of pay in
10 effect during each pay period and the corresponding number of hours worked at each hourly rate; (iii)
11 the accurate gross wages and net wages earned (including correct hours worked, correct wages earned
12 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
13 provided in accordance with California law, and correct wages for rest periods that were not
14 authorized or permitted in accordance with California law); and (iv) complete and correct deductions.
15 As a result of these violations of California Labor Code § 226(a), the Plaintiff and class and subclass
16 members and Aggrieved Employees suffered injury because, among other things:

- 17 a. the violations led them to believe that they were not entitled to be paid minimum
18 wages, overtime wages, meal period premium wages, and rest period premium
19 wages to which they were entitled, even though they were entitled;
- 20 b. the violations led them to believe that they had been paid the minimum, overtime,
21 meal period premium, and rest period premium wages, even though they had not
22 been;
- 23 c. the violations led them to believe they were not entitled to be paid minimum,
24 overtime, meal period premium, and rest period premium wages at the correct
25 California rate even though they were;
- 26 d. the violations led them to believe they had been paid minimum, overtime, meal
27 period premium, and rest period premium wages at the correct California rate even
28 though they had not been;

- 1 e. the violations hindered them from determining the amounts of minimum, overtime,
2 meal period premium, and rest period premium owed to them;
3 f. the violations hindered them from taking (or believing they are allowed to take)
4 sick leave (or be paid for sick leave);
5 g. in connection with their employment before and during this action, and in
6 connection with prosecuting this action, the violations caused them to have to
7 perform mathematical computations to determine the amounts of wages owed to
8 them, computations they would not have to make if the wage statements contained
9 the required accurate information;
10 h. by understating the wages truly due them, the violations caused them to lose
11 entitlement and/or accrual of the full amount of Social Security, disability,
12 unemployment, and other governmental benefits; and
13 i. the wage statements inaccurately understated the wages, hours, and wages rates to
14 which Plaintiff and the class and subclass members and Aggrieved Employees
15 were entitled, and Plaintiff and the class and subclass members and Aggrieved
16 Employees were paid less than the wages and wage rates to which they were
17 entitled.

18 37. Defendants also failed to keep complete and accurate employment and payroll
19 records for Plaintiff and the other class and subclass members and Aggrieved Employees in
20 accordance with California law, including Cal. Lab. Code §§ 226(a), 1174(d), and the IWC Wage
21 Orders.

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

26 [I]n addition to, and entirely independent and apart from, any other penalty provided
27 in this article, every person who fails to pay the wages of each employee as provided
28 in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
4 withheld.

5 39. Defendants from time to time failed to pay Plaintiff and other class and subclass
6 members and Aggrieved Employees within seven (7) days of the close of the payroll period in
7 accordance with Cal. Lab. Code § 204(d).

8 40. Additionally, as a pattern and practice, Defendants regularly failed to pay Plaintiff and
9 other class and subclass members and Aggrieved Employees their correct wages owed upon
10 separation from Defendants' employment and accordingly owe waiting time penalties pursuant to Cal.
11 Lab. Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such
12 failure to pay at the regular rate was willful, such that Plaintiff and class and subclass members and
13 Aggrieved Employees whose employment has separated are entitled to waiting time penalties
14 pursuant to Cal. Lab. Code §§ 201-203.

15 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
17 were entitled to reimbursement for necessary business-related expenses, including (without
18 limitation), expenses related to the purchase and maintenance (including laundering) of uniform items
19 (including but not limited to black pants, shoes, and black jackets), expenses related to work items
20 (including waste bags), expenses related to complying with Defendants' dress code and grooming
21 policies, and personal cell phone expenses (which were used for work purposes).

22 42. Plaintiff alleges that Defendants knew or should have known that they had a duty to
23 compensate and reimburse Plaintiff and the other class and subclass members and Aggrieved
24 Employees pursuant to California law, and that Defendants had the financial ability to pay such
25 compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and
26 falsely represented to Plaintiff and the other class and subclass members and Aggrieved Employees
27 that they were properly paid all wages and reimbursements, all in order to increase Defendants'
28 profits.

1 43. Defendants also forced Plaintiff and other class and subclass members and Aggrieved
2 Employees to sign and abide by Non-Compete Agreements, which are illegal in California, and a
3 violation of California Business & Professions §§ 16600 *et seq.* and California Labor Code § 432.5.

4 44. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff
5 and the other class and subclass members and Aggrieved Employees for all overtime hours worked.
6 Plaintiff and the other class and subclass members and Aggrieved Employees were required to work
7 more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
8 for all overtime hours worked.

9 45. During the relevant time period, Defendants failed to provide all requisite, legally
10 compliant meal and rest periods to Plaintiff and the other class and subclass members and Aggrieved
11 Employees.

12 46. During the relevant time period, Defendants failed to pay Plaintiff and the other class
13 and subclass members and Aggrieved Employees at least minimum wages for all hours worked.

14 47. During the relevant time period, Defendants failed to pay Plaintiff and the other class
15 and subclass members and Aggrieved Employees all wages owed to them during their employment
16 and/or upon discharge or resignation.

17 48. During the relevant time period, Defendants failed to provide complete or accurate
18 wage statements to Plaintiff and the other class and subclass members and Aggrieved Employees.

19 49. During the relevant time period, Defendants failed to keep complete and accurate
20 employment and payroll records for Plaintiff and the other class and subclass members and Aggrieved
21 Employees in accordance with California law, including Cal. Lab. Code § 1174(d).

22 50. During the relevant time period, Defendants failed to reimburse Plaintiff and the other
23 class and subclass members and Aggrieved Employees for all necessary business-related expenses
24 and costs.

25 51. As a result of the above facts, during the relevant time period, Defendants were and
26 continue to be in violation of the California Labor Code, including §§ 98.1, 200-204, 204b 210, 216,
27 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 432.5, 510, 512, 516, 558, 1174,
28 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and the

1 applicable IWC Wage Orders related to these claims arising under the California Labor Code, the
2 California Business and Professions Code § 16600 *et seq* and § 17200 *et seq.*, the California Civil
3 Code §§ 3287, 3336 and 3294, the California Code of Regulations, Title 8, section 11000 *et seq.* and
4 Title 12, §§ 11040 *et seq.*; and California Code of Civil Procedure § 1021.5, seeking unpaid or
5 incorrectly paid wages and compensation, unpaid meal and rest period compensation, unreimbursed
6 expenses, penalties, liquidated damages, interest, reasonable attorneys’ fees and costs, and other relief.

7 52. During the relevant time period, Defendants failed to properly compensate Plaintiff
8 and the other class and subclass members and Aggrieved Employees pursuant to California law in
9 order to increase Defendants’ profits. California Labor Code § 218 states that nothing in Article 1 of
10 the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty
11 due to him [or her] under this article.”

12 53. All of the conduct and violations alleged herein occurred during the class period and
13 PAGA period, respectively.

14 54. Defendants’ illegal policies and practices were applied to Plaintiff and the other class
15 and subclass members and Aggrieved Employees, and were in effect throughout the class period.

16 **CLASS ACTION ALLEGATIONS**

17 55. Plaintiff brings this action on her own behalf and on behalf of each and all other
18 persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure
19 § 382.

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

22 57. The proposed Class is defined as follows:

23 All persons who worked for any Defendant in California as an hourly, non-exempt
24 employee at any time during the period beginning four (4) years before the filing of the
25 initial complaint in this action to final judgment.

26 58. Plaintiff also seeks to represent subclasses included in Plaintiff’s class, including the
27 following:

28 a. All class members who were not paid at least minimum wage for all hours worked;

- 1 b. All class members who were not properly or accurately paid all overtime wages
2 owed (including, but not limited to, at their “regular rate of pay” for overtime
3 compensation) for hours worked over 8 in a day or 40 in a workweek;
- 4 c. All class members who worked more than 5 hours in a workday and were not
5 provided with a timely, uninterrupted, duty-free, and otherwise lawful meal period
6 of 30 minutes, and were not paid compensation of 1-hour of premium wages at the
7 employee’s regular rate in lieu thereof;
- 8 d. All class members who worked more than 10 hours in a workday and were not
9 provided with a timely, uninterrupted, duty-free and otherwise lawful second meal
10 period of 30 minutes, and were not paid compensation of 1-hour of premium wages
11 at the employee’s regular rate in lieu thereof;
- 12 e. All class members who worked more than 3.5 hours in a workday and were not
13 authorized or permitted to take a 10-minute uninterrupted, duty-free and otherwise
14 lawful rest period for every 4 hours or major fraction thereof worked per day and
15 were not paid compensation of 1-hour of premium wages at the employee’s regular
16 rate in lieu thereof;
- 17 f. All class members who were not reimbursed for all necessary business
18 expenditures;
- 19 g. All class members who did not timely receive all wages and compensation when
20 due;
- 21 h. All class members who did not receive all wages and compensation owed at time of
22 separation or within 72 hours in the case of resignation;
- 23 i. All class members who were not provided with accurate and complete itemized
24 wage statements;
- 25 j. All class members whose records were not properly and accurately maintained/kept
26 (including employment, pay, and time records);
- 27 k. All class members who were subjected to Defendants’ non-solicitation and/or non-
28 competition agreements; and
- l. All class members who were subjected to Defendants’ unfair business practices.

59. Plaintiff reserves the right, including under California Rule of Court 3.765, to amend or modify the descriptions of the Class and/or subclasses as appropriate (including to further divide the Class Members into additional subclasses) and/or to add additional subclasses. Any reference herein to the Class Members or Plaintiff’s Class includes the members of each of the subclasses.

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

1 61. Plaintiff undertakes this concerted activity to improve the wages and working
2 conditions of all Class Members.

3 62. There is a well-defined community of interest in the litigation, and the Class is readily
4 ascertainable:

- 5 a. Numerosity: The Class and subclass members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the entire Class
7 and classes is unknown to Plaintiff at this time; however, upon information and
8 belief, the Class and each of the subclasses is estimated to be greater than fifty (50)
9 individuals and the identity of such membership is readily ascertainable by
10 inspection of Defendants' employment records.
- 11 b. Typicality: Plaintiff's claims are typical of all other Class and subclass members
12 as demonstrated herein. Plaintiff will fairly and adequately protect the interests of
13 the other Class and subclass members with whom they have a well-defined
14 community of interest.
- 15 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
16 and subclass member with whom there is a shared, well-defined community of
17 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts
18 with or interests antagonistic to any Class and subclass members. Plaintiff's
19 attorneys, the proposed class counsel, are competent and versed in the rules
20 governing class action discovery, certification, and settlement. Plaintiff has
21 incurred, and during the pendency of this action, will continue to incur, costs and
22 attorneys' fees that have been, are, and will be necessarily expended for the
23 prosecution of this action for the substantial benefit of each class and subclass
24 member.
- 25 d. Superiority: A class action is superior to other available methods for the fair and
26 efficient adjudication of this litigation, including because joinder of all Class and
27 subclass members is impractical.
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1 e. Public Policy Considerations: The public policy of the State of California is to
2 resolve the California Labor Code claims of many employees through a class
3 action. Certification of this lawsuit as a class action will advance public policy
4 objectives. Employers of this great state violate employment and labor laws every
5 day. Current employees are often afraid to assert their rights out of fear of direct
6 and indirect retaliation. And former employees are fearful of bringing actions
7 because they believe their former employers might damage their future endeavors
8 through negative references and/or other means. However, class actions provide
9 the class and subclass members who are not named in the complaint with a type of
10 anonymity that allows for the vindication of their rights at the same time as their
11 privacy is protected.

12 63. There are common questions of law and fact as to the class and subclass members that
13 predominate over questions affecting only individual members. The following common questions of
14 law or fact, among others, exist as to the members of the class/subclasses:

- 15 a. Whether Defendants unlawfully failed to correctly calculate and pay overtime,
16 regular, minimum, and premium wages, and other compensation due to class and
17 subclass members;
- 18 b. Whether Defendants' failure to pay wages or other compensation, without
19 abatement or reduction, in accordance with the California Labor Code, was willful;
- 20 c. Whether Defendants had a corporate policy and practice of failing to pay their
21 hourly-paid or non-exempt employees within the State of California for all hours
22 worked and missed (short, late, restricted, interrupted, and/or missed altogether)
23 meal periods and rest breaks in violation of California law;
- 24 d. Whether Defendants required Plaintiff and the other class and subclass members
25 to work over eight (8) hours per day and/or over forty (40) hours per week and
26 failed to pay the legally required overtime compensation to Plaintiff and the other
27 class and subclass members;
- 28

- 1 e. Whether Defendants failed to pay overtime wages to Plaintiff and the other class
2 and subclass members for all overtime hours worked, or failed to pay such overtime
3 wages at the correct “regular rate”;
- 4 f. Whether Defendants failed to pay Plaintiff and the other class and subclass
5 members double time for all hours worked in excess of 12 hours in a day or for
6 work over 8 hours in a day on the seventh day of work in a workweek;
- 7 g. Whether Defendants deprived Plaintiff and the other class and subclass members
8 of legally compliant meal and/or rest breaks by, among other things, failing to
9 provide them timely, uninterrupted breaks, and/or requiring them to perform any
10 work during such breaks, and/or requiring them to remain on the premises for such
11 breaks;
- 12 h. Whether Defendants failed to pay regular and minimum wages to Plaintiff and the
13 other class and subclass members for all hours worked;
- 14 i. Whether Defendants failed to pay all wages due to Plaintiff and the other class and
15 subclass members within the required time during their employment and/or upon
16 their discharge or resignation;
- 17 j. Whether Defendants provided accurate itemized wage statements, wage reporting,
18 and records maintenance as required by the California Labor Code; including, *inter*
19 *alia*, sections 226 and 1174;
- 20 k. Whether Defendants failed to reimburse Plaintiff and the other class and subclass
21 members for necessary business-related expenses and costs;
- 22 l. Whether Defendants’ conduct was intentional, willful or reckless;
- 23 m. Whether Defendants’ policies, practices, or procedures were illegal;
- 24 n. Whether Defendants engaged in unfair business practices in violation of California
25 Business & Professions Code §§ 16600 *et seq.* and Labor Code § 432.5;
- 26 o. Whether Defendants engaged in unfair business practices in violation of California
27 Business & Professions Code §§ 17200 *et seq.*;
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- 1 p. The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violation of California law; and
3 q. Whether Plaintiff and the other class and subclass members are entitled to
4 compensatory damages pursuant to the California Labor Code.

5 64. In addition to meeting the statutory pre-requisites to a class action, this action is
6 properly maintained as a class action pursuant to California Code of Civil Procedure § 382, in that:

- 7 a. Without class certification, and determination of declaratory, injunctive, statutory
8 and other legal questions with the class format, the prosecution of separate actions
9 by individual members of the class and/or subclasses will create a risk of:
- 10 i. Inconsistent or varying adjudications with respect to individual members of
11 the Class and/or subclasses which would establish incompatible standards of
12 conduct for the parties opposing the class; and/or
- 13 ii. Adjudications with respect to the individual members which would, as a
14 practical matter, be dispositive of the interests of other members not parties
15 to the adjudications, or would substantially impair or impede their ability to
16 protect their interests, including but not limited to the potential for exhausting
17 the funds available from those parties who are, or may be, responsible
18 Defendants.
- 19 b. The parties opposing the class have acted or refused to act on grounds generally
20 applicable to the class making appropriate class-wide relief with respect to the class
21 and/or subclasses as a whole in that Defendants failed to pay all wages due to
22 members of the class as required by law.
- 23 i. With respect to the unfair business practices act claim, the final relief on
24 behalf of the class and/or subclass sought does not relate exclusively to
25 restitution because through this claim Plaintiff seeks declaratory relief
26 holding that the Defendants' policy and practices constitute unfair
27 competition, along with declaratory relief, injunctive relief, and incidental
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1 equitable relief as may be necessary to prevent and remedy the conduct
2 declared to constitute unfair competition

3 c. Common questions of law and fact exist as to the members of the class and
4 subclasses, with respect to the practices and violations of California law as listed
5 herein, and predominate over any question affecting only individual class and/or
6 subclass members, and a class action is superior to other available methods for the
7 fair and efficient adjudication of the controversy, including consideration of:

8 i. The interests of the members of the class and/or subclasses in individually
9 controlling the prosecution or defense of separate actions in that the
10 substantial expense of individual actions will be avoided to recover the
11 relatively small amount of economic losses sustained by the individual class
12 and/or subclass members when compared to the substantial expense and
13 burden of individual prosecution of this litigation;

14 ii. Class certification will obviate the need for unduly duplicative litigation that
15 would create the risk of:

16 a. Inconsistent or varying adjudications with respect to individual members
17 of the class and/or subclasses, which would establish incompatible
18 standards of conduct for the Defendants; and/or

19 b. Adjudications with respect to individual members of the class and/or
20 subclasses would as a practical matter be dispositive of the interests of
21 the other members not parties to the adjudication or substantially impair
22 or impede their ability to protect their interests;

23 iii. In the context of wage litigation, because a substantial number of individual
24 class and subclass members will avoid asserting their legal rights out of fear
25 of retaliation by Defendants, which may adversely affect an individual's job
26 with Defendants or with a subsequent employer, the class action is the only
27 means to assert their claims through a representative; and
28

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. §

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against all Defendants)

66. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

67. California Labor Code §§ 510, 1194, 1197, 1198 and the applicable IWC Wage Order(s) provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

68. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class and subclass members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

1 69. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
3 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 70. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
6 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

9 72. California Labor Code § 510 codifies the right to overtime compensation at one-and-
10 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
11 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime
12 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
13 day or in excess of eight (8) hours in a day on the seventh day of work.

14 73. During the relevant time period, Plaintiff and the other class and subclass members
15 were required, permitted, or suffered by Defendants to work for Defendants in excess of eight (8)
16 hours in a day, and/or in excess of forty (40) hours in a week, including performing work duties off-
17 the-clock.

18 74. During the relevant time period, Defendants intentionally and willfully failed to
19 properly pay overtime wages owed to Plaintiff and the other class and subclass members. Plaintiff
20 and the other class and subclass members did not receive overtime compensation at one and one-half
21 times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8)
22 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
23 of work. They also did not receive overtime compensation at twice the regular hourly rate for hours
24 worked in excess of twelve (12) hours worked in a day.

25 75. In committing these violations of the California Labor Code, Defendants also
26 inaccurately recorded overtime worked and consequently underpaid the overtime worked by Plaintiff
27 and other class and subclass members, including by failing to incorporate all forms of compensation
28 into the regular rate of pay.

76. During the relevant time period, Plaintiff and other class and subclass members have been paid less for overtime worked than they are entitled to, constituting a failure to pay all earned wages.

77. Defendants' failure to pay Plaintiff and the other class and subclass members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code §§ 510, 1194, and 1198, and is therefore unlawful.

78. Pursuant to California Labor Code §§ 1194, 218.5, and 218.6, Plaintiff and the other class and subclass members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code § 226.7 and 512

(Against all Defendants)

79. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

80. At all relevant times, the IWC Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and the other class and subclass members' employment by Defendants.

81. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

82. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

83. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second

1 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
2 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
3 employer and the employee only if the first meal period was not waived.

4 84. During the relevant time period, Plaintiff and the other class members who were
5 scheduled to work for a period of more than five (5) hours, and who did not waive their legally-
6 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
7 hours without an uninterrupted off-duty meal period of not less than thirty (30) minutes.

8 85. During the relevant time period, Plaintiff and the other class and subclass members'
9 meal periods were missed, shortened, taken late, restricted to Defendants' premises, interrupted and/or
10 otherwise noncompliant with California law, as alleged herein.

11 86. As a result, Defendants failed to relieve Plaintiff and the other class and subclass
12 members of all duties, failed to relinquish control over Plaintiff and the other class and subclass
13 members' activities, failed to permit Plaintiff and the other class and subclass members a reasonable
14 opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted
15 meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours,
16 and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of
17 work for shifts lasting more than ten (10) hours (or twelve hours).

18 87. During the relevant time period, Defendants intentionally and willfully required
19 Plaintiff and the other class and subclass members to work during meal periods and failed to
20 compensate Plaintiff and the other class and subclass members the full meal period premium for work
21 performed during meal periods.

22 88. During the relevant time period, Defendants failed to pay Plaintiff and the other class
23 and subclass members their proper and full meal period premiums due pursuant to California Labor
24 Code § 226.7.

25 89. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
26 §§ 226.7 and 512.

27 90. Pursuant to applicable IWC Wage Order, California Labor Code §§ 218.6, 226.7(c),
28 and 512, and California Civil Code § 3287, Plaintiff and the other class and subclass members are

1 entitled to recover from Defendants one additional hour of pay at the employee's regular rate of
2 compensation for each work day that the meal or rest period is not provided, as well as interest,
3 penalties, expenses, and costs of suit.

4 91. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and
5 subclass members are also entitled to recover attorney's fees and costs.

6 **THIRD CAUSE OF ACTION**

7 **Violation of California Labor Code § 226.7**

8 *(Against all Defendants)*

9 92. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
10 forth herein.

11 93. At all times herein set forth, the applicable IWC Wage Order and California Labor
12 Code § 226.7 were applicable to Plaintiff's and the other class and subclass members' employment
13 by Defendants.

14 94. At all relevant times, California Labor Code § 226.7 provides that no employer shall
15 require an employee to work during any rest period mandated by an applicable order of the California
16 IWC.

17 95. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
18 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
19 the middle of each work period" and that the "rest period time shall be based on the total hours worked
20 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
21 the total daily work time is less than three and one-half (3 ½) hours.

22 96. During the relevant time period, Defendants required Plaintiff and other class and
23 subclass members to work three and one-half (3½) or more hours without authorizing or permitting
24 an off-duty, net ten (10) minute rest period per each four (4) hour period, or major fraction thereof,
25 worked.

26 97. During the relevant time period, Plaintiff and the other class and subclass members'
27 rest periods were missed, shortened, late, interrupted, improperly restricted to Defendants' premises
28 and/or otherwise noncompliant with California law as alleged herein. Defendants failed to authorize

1 or permit Plaintiffs and the other class and subclass members or failed to relinquish control over
2 Plaintiff and the other class and subclass members' activities in order to take full, uninterrupted, off-
3 duty, or otherwise compliant rest periods for every shift lasting three and one-half (3½) to six (6)
4 hours and/or two full, uninterrupted, off-duty, or otherwise compliant rest periods for every shift
5 lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty, or otherwise compliant rest
6 periods for every shift lasting ten (10) to fourteen (14) hours, and failed to make a good faith effort to
7 authorize, permit, and provide such rest breaks in the middle of each work period.

8 98. During the relevant time period, Defendants willfully failed to provide Plaintiff and
9 the other class and subclass members with legally compliant rest periods and failed to pay Plaintiff
10 and the other class and subclass members their proper and full rest period premium due pursuant to
11 California Labor Code § 226.7.

12 99. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
13 § 226.7.

14 100. Pursuant to the applicable IWC Wage Orders and California Labor Code §§ 218.6 and
15 226.7(c), and California Civil Code § 3287, Plaintiffs and the other class and subclass members are
16 entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate
17 of compensation for each work day that the rest period was not provided, as well as interest, penalties,
18 expenses, and costs of suit.

19 101. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and
20 subclass members are also entitled to recover attorney's fees and costs.

21 **FOURTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

23 *(Against all Defendants)*

24 102. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
25 forth herein.

26 103. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
27 policy, an employer must timely pay its employees for all hours worked.
28

1 104. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1, and 1182.12
2 provided the minimum wage to be paid to employees, and that payment of a lesser wage than the
3 minimum so fixed is unlawful.

4 105. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than hours
5 set by the IWC or under conditions prohibited by the IWC Wage Order(s). Pursuant to Labor Code
6 §§ 1194(a) and 1194.2(a), an employee who has not been paid the legal minimum wage may recover
7 the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages.

8 106. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff
9 and the other class and subclass members as required, pursuant to California Labor Code §§ 1182.12,
10 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants'
11 effective payment of zero dollars per hour for time Plaintiff and the other class and subclass members
12 worked off the clock, as alleged herein.

13 107. Defendants' failure to pay Plaintiff and the other class and subclass members the
14 minimum wage as required violates California Labor Code, including §§ 204, 210, 216, 558, 1182.12,
15 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order(s). Pursuant to those sections,
16 Plaintiff and the other class and subclass members are entitled to recover the unpaid balance of their
17 minimum wage compensation as well as interest, costs (including statutory costs), penalties,
18 attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and
19 interest thereon.

20 108. Pursuant to California Labor Code § 1197.1, Plaintiff and the other class and subclass
21 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee
22 minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

23 109. Pursuant to California Labor Code § 1194.2, Plaintiff and the other class and subclass
24 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
25 unpaid and interest thereon.

26 110. Plaintiff and the other class and subclass members are also entitled to seek recovery of
27 attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

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FIFTH CAUSE OF ACTION

Violation of California Labor Code – Failure to Timely Pay Wages

(Against all Defendants)

111. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

112. The California Labor Code provides various time limits by when an employer must pay its employees all wages due and owing to them.

113. For example, Labor Code § 204 requires that earned wages are due and payable twice in each calendar month. Accordingly, wages required by Labor Code §§ 226.7, 510, 1194, 346, 351, and other sections identified herein (and in the applicable Wage Orders) became due and payable to each employee twice in each month that he or she earned such wages, including for overtime and minimum wages, and meal/rest period premiums, and sick pay. Defendants violated Labor Code § 204 by systematically refusing to timely pay such wages when due during Plaintiff's and the class and subclass members' employment.

114. Labor Code § 210(a) provides that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalt[ies]."

115. As a result of the unlawful acts of Defendants, Plaintiff and other class and subclass members have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys' fees, and costs, including pursuant to Labor Code §§ 210, 218.5, 218.6, 510, and 1194.

116. Further, at all relevant times herein set forth, California Labor Code §§ 200, 201, and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

117. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class and subclass members who were discharged, or who provided at least seventy-two (72) hours' notice of their intention to quit, their wages, earned and unpaid, immediately at the time of their discharge or separation (including, without limitation, overtime and minimum wages, meal/rest period premiums, and sick pay).

118. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class and subclass members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ (including, without limitation, overtime and minimum wages, meal/rest period premiums, and sick pay).

119. Defendants' failure to pay Plaintiff and the other class and subclass members who are no longer employed by Defendants their wages, earned and unpaid, either immediately or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

121. Plaintiff and the other class and subclass members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

122. Plaintiff and the other class and subclass members are also entitled to seek recovery of attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226 and 1174

(Against all Defendants)

123. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

1 124. At all material times set forth herein, California Labor Code § 226(a) provides that
2 every employer shall furnish each of his or her employees an accurate itemized statement in writing
3 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
4 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee may be aggregated
6 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
7 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
8 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
9 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
10 The deductions made from payments of wages shall be recorded in ink or other indelible form,
11 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
12 deductions shall be kept on file by the employer for at least three years at the place of employment or
13 at a central location within the State of California.

14 125. Defendants have intentionally and willfully failed to provide Plaintiff and the other
15 class and subclass members with complete and accurate wage statements. The deficiencies include
16 the requirements listed in Section 226 *et al.* By way of examples only, Defendants' wage statements
17 failed to include regular time and overtime spent by Plaintiff and the members of the class or
18 subclasses performing off-the-clock work, all wages earned/owed for such time, all meal and/or rest
19 period premiums owed, the proper rate of pay for all hours worked, meal/rest period premiums and/or
20 sick pay wages, and the proper gross and net wages earned (including at the correct rates). Defendants
21 had the information necessary to provide wage statements that accurately reflected the above
22 information, yet failed to do so on a systematic basis and instead provided legally noncompliant wage
23 statements.

24 126. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
25 the other class and subclass members have suffered injury and damage to their statutorily-protected
26 rights. Because Plaintiff and the other putative class and subclass members' wage statements did not
27 reflect, among other things, the accurate number of hours worked, Plaintiff and the putative class and
28 subclass members were unable to determine the total amount of regular and overtime hours they

1 worked, were unable to determine the total amount of compensation they were owed, and were unable
2 to verify they were paid the proper amounts. In order to determine how much Plaintiff and the other
3 putative class and subclass members should have been paid, Plaintiff and the other putative class and
4 subclass members would have had to engage in discovery and mathematical computations in order to
5 reconstruct the missing information. Thus, Plaintiff and the other class and subclass members have
6 been injured by Defendants' intentional and knowing violation of California Labor Code § 226(a).

7 127. The applicable IWC Wage Order(s), Cal. Labor Code §§ 226, 1174, and 1174.5 also
8 require Defendants to maintain and preserve, among other items, complete and accurate employment
9 records (including showing the names and addresses of all employees employed, start and end of
10 shifts, time records (including when the employee begins and ends each work period), payroll records,
11 employee schedules, meal periods, split shift intervals, total daily hours worked, total hours worked
12 in the payroll period, applicable rates of pay, and wages paid). Defendants have knowingly and
13 intentionally failed to comply with the Wage Order(s), and California Labor Code § 1174 relating to
14 Plaintiff and the other class and subclass members, including by implementing policies and
15 procedures and committing the violations alleged herein. Defendants' failure to comply with these
16 laws is also an unfair business activity, including pursuant to Labor Code § 1175.

17 128. Plaintiff and the other class and subclass members are entitled to recover from
18 Defendants their actual damages caused by Defendants' failure to comply with California Labor Code
19 § 226(a), and/or any associated penalties or liquidated damages.

20 129. Plaintiff and the other class and subclass members are also entitled to damages and
21 statutory penalties pursuant to California Labor Code §§ 226 and 1174.5, and civil penalties pursuant
22 to Labor Code § 226.3, and other applicable provisions.

23 130. Plaintiff and the other class and subclass members are also entitled to attorney's fees
24 and costs pursuant to California Labor Code § 226(e).

25 131. Plaintiff and the other class and subclass members are also entitled to injunctive relief,
26 as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to
27 California Labor Code § 226(h).

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2800 and 2802**

3 *(Against all Defendants)*

4 132. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
5 forth herein.

6 133. Pursuant to California Labor Code §§ 2800 and 2802, an employer must reimburse its
7 employee for all necessary expenditures incurred by the employee in direct consequence of the
8 discharge of his or her job duties or in direct consequence of his or her obedience to the directions of
9 the employer.

10 134. Plaintiff and the other class and subclass members incurred necessary business-related
11 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
12 purchasing, cleaning and/or maintaining work uniforms on behalf of and for the benefit of Defendants,
13 amounts incurred for necessary business-related purposes, amounts incurred in complying with
14 Defendants' dress code and grooming policies, and costs related to using personal cell phones for
15 business-related purposes.

16 135. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other
17 class and subclass members for all necessary business-related expenses and costs.

18 136. Plaintiff and the other class and subclass members are entitled to recover from
19 Defendants their business-related expenses and costs incurred during the course and scope of their
20 employment, plus interest accrued from the date on which the employee incurred the necessary
21 expenditures at the same rate as judgments in civil actions in the State of California.

22 137. Plaintiff and the other class and subclass members are also entitled to attorney's fees,
23 expenses, costs of suit, and interest pursuant to California Labor Code § 2802.

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25
26 **EIGHTH CAUSE OF ACTION**

27 **Violation of California Labor Code §§ 201-204, 233 and 246 (Sick Pay Violations)**

28 *(Against all Defendants)*

1 138. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
2 forth herein.

3 139. Cal. Lab. Code § 233 provides that an employer must permit an employee to use
4 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
5 entitlement. Cal. Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
6 accrued sick leave pursuant to Cal. Lab. Code § 246.5. Specifically, once accrued sick leave is used
7 as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate
8 and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
9 be calculated in the same manner as the regular rate of pay for the workweek in which the employee
10 uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii)
11 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages,
12 not including overtime premium pay, by the employee's total hours worked in the full pay periods of
13 the prior 90 days of employment." Under Cal. Lab. Code §§ 218 and 233, employees may sue to
14 recover unpaid or underpaid sick pay wages as damages. A violation of these requirements is
15 actionable pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.*

16 140. As a matter of policy and practice, Defendants calculate sick pay at the incorrect rate.
17 Plaintiff and the other class and subclass members regularly use accrued sick leave in the workweeks
18 in which they also earn non-hourly remuneration. As a matter of policy and practice, Defendants pay
19 sick pay to Plaintiff and the other class and subclass members at the base (or other improper or
20 inaccurate) hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly
21 remuneration in addition to base hourly wages, or the rate resulting from dividing the employee's total
22 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
23 periods of the prior 90 days of employment. As a result, Defendants either did not pay, or underpaid
24 sick pay wages to Plaintiff and the class and subclass members.

25 141. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during
26 each calendar month and are to be paid no later than the payday for the next regular payroll period.
27 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
28 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next

1 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code §
2 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of
3 discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is
4 entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her
5 employment, unless the employee has given 72-hour notice of his or her intention to quit, in which
6 case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
7 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails
8 to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee
9 shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not
10 continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for
11 violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab. Code
12 §§ 210 and 218, employees may sue to recover applicable penalties. As alleged herein and as a matter
13 of policy and practice, Defendants routinely did not pay or underpay sick pay wages in violation of
14 Labor Code §§ 233 and 246. Moreover, as alleged above, this non-payment and/or underpayment
15 also violates Section 210, among other Labor Code provisions, because Defendants fail to timely pay
16 all such wages when owed both during employment and at separation of same.

17 142. Plaintiff is informed and believes that Defendants knew, or should have known, of the
18 mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California
19 Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits
20 to which an employee is entitled as a part of his or her compensation, including money, room, board,
21 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103
22 (2007). Because Defendants willfully fail to timely pay Plaintiff and the class and subclass members
23 all sick pay wages due, Defendants are subject to applicable penalties.

24 143. Such a pattern, practice, and uniform administration of corporate policy is unlawful
25 and entitles Plaintiff and the other class and subclass members to underpaid sick pay wages, including
26 interest thereon, applicable penalties, attorney's fees, and costs of suit.

1 **NINTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 16600 *et seq.* and California Labor**

3 **Code § 432.5**

4 *(Against all Defendants)*

5 144. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
6 forth herein.

7 145. California Business & Professions Code §§ 16600 *et seq.* provides that “every contract
8 by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is
9 to that extent void.” For decades, California courts have relied on this statute to prohibit noncompete
10 and non-solicitation agreements.

11 146. California Business & Professions Code § 16600.5 provides that “[a]ny contract that
12 is void under this chapter is unenforceable regardless of where and when the contract was signed,”
13 “[a]n employer shall not enter into a contract with an employee or prospective employee that includes
14 a provision that is void under this chapter,” and “[a]n employer that enters into a contract that is void
15 under this chapter or attempts to enforce a contract that is void under this chapter commits a civil
16 violation” Cal. Bus. & Prof. Code § 16600.5(a), (c), (d).

17 147. California Labor Code § 432.5 provides that no employer shall require any employee
18 or applicant for employment to agree, in writing, to any term or condition which is known by the
19 employer to be prohibited by law.

20 148. Here, for example, Defendants’ Non-Compete Agreements bar, among other things,
21 Plaintiff and other class and subclass members from soliciting customers, including for several years
22 after separation of employment, so that Defendants can keep “continued patronage of its customers.”
23 Such restrictive covenants/agreements violate Business & Professions Code §§ 16600 *et seq.* and
24 further violates California Labor Code § 432.5.

25 149. Plaintiff and other class and subclass members were required to sign such
26 agreements/covenants as part of their employment.

27 150. Defendants, through their agreements and other documents, did or do require their
28 employees to agree in writing to terms and conditions prohibited by law.

151. Defendants knew or should have known that their agreements and other documents are prohibited by law.

152. Moreover, pursuant to Business and Professions Code § 16600.1, “[f]or current employees, and for former employees who were employed after January 1, 2022, whose contracts include a noncompete clause, or who were required to enter a noncompete agreement, that does not satisfy an exception to this chapter, the employer shall, by February 14, 2024, notify the employee that the noncompete clause or noncompete agreement is void.” Cal. Bus. & Prof. Code, § 16600.1(b)(1). No such notification was provided to Plaintiff and, upon information and belief, no such notification was provided to other class and subclass members.

153. Plaintiffs and the other class and subclass members are entitled to, and do, seek a declaration that the non-compete/non-solicitation agreements are void and illegal, and that the described business practices are unlawful, unfair and deceptive.

154. Plaintiffs and the other class and subclass members are also entitled to, and do, seek injunctive relief, restraining Defendants from enforcing void and/or illegal non-compete/non-solicitation agreements and engaging in any unlawful and unfair business practices in the future.

155. Plaintiff also seeks all actual damages, as well as attorney’s fees and costs, including pursuant to California Business & Professions Code § 16600.5.

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200 et seq.

(Against all Defendants)

156. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

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

158. California Business & Professions Code §§ 17200, et seq. (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

159. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, fraudulent, and harmful to Plaintiff, other class and subclass members, to the general

1 public, and to Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights
2 affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

3 160. Defendants' activities as alleged herein are violations of California law, and
4 constitute unlawful, unfair, or fraudulent business acts or practices in violation of California
5 Business & Professions Code §§ 17200, *et seq.* Section 17203 authorizes injunctive, declaratory,
6 and/or other equitable relief with respect to unfair competition as follows:

7 Any person who engages, has engaged, or proposes to engage in unfair
8 competition may be enjoined in any court of competent jurisdiction.
9 The court may make such orders or judgments, including the
10 appointment of a receiver, as may be necessary to prevent the use or
11 employment by any person of any practice which constitutes unfair
12 competition, as defined in this chapter, or as may be necessary to restore
13 to any person in interest any money or property, real or personal, which
14 may have been acquired by means of such unfair competition.
15 Cal. Bus. & Prof. Code § 17203.

16 161. By the conduct alleged herein, Defendants have engaged and continue to engage in
17 business practices which violate California law, including but not limited to, the applicable IWC Wage
18 Order(s), the California Code of Regulations and the California Labor Code, including, but not limited
19 to, §§ 98.1, 200-204, 210, 216, 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247,
20 249, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
21 and 2802, for which this Court should issue declaratory, injunctive, and other equitable relief pursuant
22 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
23 constitute unfair competition, including restitution of wages wrongfully withheld.

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

163. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
that Defendants' policy and practice failed to provide the legally mandated meal and rest periods, the

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

9 164. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
10 deceptive in that Defendants' employment practices caused Plaintiff and the other class and subclass
11 members to be underpaid.

12 165. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
13 deceptive in that Defendants' policies, practices and procedures failed to provide all legally required
14 meal/rest breaks to Plaintiff and other class and subclass members as required by Cal. Lab. Code §§
15 226.7 and 512, and the applicable IWC Wage Orders.

16 166. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
17 deceptive in that Defendants' policies, practices and procedures gave an illegal competitive advantage
18 to Defendants by forcing Plaintiff and other class and subclass members to enter into unlawful non-
19 compete/non-solicitation agreements.

20 167. Plaintiff and the other class and subclass members have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
22 limited to the loss of money and/or property.

23 168. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
24 the other class and subclass members are entitled to restitution of the wages withheld and retained by
25 Defendants during the class period; an award of attorneys' fees pursuant to California Code of Civil
26 Procedure § 1021.5 and other applicable laws; and an award of costs.

27 169. Plaintiffs and the other class and subclass members are further entitled to, and do, seek
28 a declaration that the described business practices are unlawful, unfair and deceptive, and that

1 injunctive relief should be issued restraining Defendants from engaging in any unlawful and unfair
2 business practices in the future.

3 170. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
4 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
5 withholdings.

6 **ELEVENTH CAUSE OF ACTION**

7 **Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
8 **2004, Cal. Lab. Code §§ 2698 et seq.**

9 171. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
10 forth herein.

11 172. At all times herein mentioned, Defendants were subject to the California Labor Code
12 and the applicable IWC Wage Orders.

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

20 174. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
21 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 et seq.:

- 22 a. For claims/theories associated with the First through Sixth & Eighth Causes of
23 Action: all current and former employees who worked for Defendants in California
24 as hourly, non-exempt employees at any time from one year prior to the postmark
25 date of the initial PAGA notice through the date of trial.
- 26 b. For claims/theories associated with the Seventh and Ninth Causes of Action: all
27 current and former employees who worked for Defendants in California at any time
28

1 from one year prior to the postmark date of the initial PAGA notice through the
2 date of trial.

3 175. Plaintiff reserves the right to amend, supplement, or add to this description of the
4 Aggrieved Employees, according to proof.

5 176. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
6 penalties under the PAGA.

7 177. Plaintiff has exhausted the administrative remedies pursuant to California Labor Code
8 § 2699.3. On December 23, 2025, Plaintiff paid the requisite PAGA filing fee and on that same date,
9 provided written notice by online filing to the LWDA and by certified mail to Defendants of the
10 specific provisions of the Labor Code that Defendants allegedly violated, including the facts and
11 theories to support the alleged violations. A true and correct copy of Plaintiff's written PAGA notice
12 is attached hereto as omnibus Exhibit A.

13 178. To date, neither Plaintiff nor Plaintiff's counsel has received a response to the PAGA
14 notice from the LWDA.

15 179. Within 33 calendar days of the postmark date of the notice(s) sent by Plaintiff, neither
16 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
17 providing a description of any actions taken to cure the alleged violations.

18 180. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
19 violations, without notice of cure from Defendants or notice from the LWDA of its intent to
20 investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff
21 exhausted all prerequisites and commenced this civil action under Labor Code §§ 2699 *et seq*

22 181. As alleged above, Defendants committed the following violations and are liable for all
23 corresponding civil penalties:

24 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
25 1197.1, 1198; IWC Wage Orders.

26 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
27 Orders.

28 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 233 and 245 through 249.

- 1 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
2 516, 1198; IWC Wage Orders.
- 3 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
4 1198; IWC Wage Orders.
- 5 f. ***Untimely Payment of Wages During Employment and Upon Termination.***
6 Violation of Labor Code §§ 201-204, 204b, 210.
- 7 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 8 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
9 2804.
- 10 i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174,
11 1174.5, 1198.5; IWC Wage Orders.
- 12 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
13 IWC Wage Orders.
- 14 k. ***Illegal Restrictive Covenants.*** Violation of Labor Code § 432.5; Cal. Bus. & Prof.
15 Code §§ 16600 *et. seq.*

16 182. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
17 alleged in this complaint and the PAGA notice (including amendments thereto) against Defendants
18 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
19 extent permitted by law, including under Labor Code § 2699(k).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually, on behalf of all others similarly situated, and on behalf
22 of the State of California and other allegedly aggrieved employees pursuant to the PAGA, prays for
23 relief and judgment against Defendants, jointly and severally, as follows:

24 **Class Certification**

- 25 1. That this action be certified as a class action with respect to the First through Tenth
26 causes of action;
- 27 2. That Plaintiff be appointed as the representative of the class and subclasses; and
- 28 3. That counsel for Plaintiff be appointed as Class Counsel.

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- 1 17. That the Court make an award to Plaintiff and the other class and subclass members of
2 one (1) hour of pay at each employee's regular rate of compensation for each workday
3 that a rest period was not provided;
4 18. For all actual, consequential, and incidental losses and damages, according to proof;
5 19. For premium wages pursuant to California Labor Code § 226.7(c);
6 20. For pre-judgment interest on any unpaid wages from the date such amounts were due;
7 21. For reasonable attorneys' fees, costs of suit, and interest incurred; and
8 22. For such other and further relief as the Court may deem just and proper.

9 As to the Fourth Cause of Action

- 10 23. That the Court declare, adjudge and decree that Defendants violated the applicable
11 California Labor Code sections by willfully failing to pay minimum wages to Plaintiff
12 and the other class and subclass members;
13 24. For general unpaid wages and such general and special damages as may be appropriate;
14 25. For statutory wage penalties pursuant to California Labor Code § 1197.1 for Plaintiff
15 and the other class and subclass members in the amount as may be established
16 according to proof at trial;
17 26. For pre-judgment interest on any unpaid compensation from the date such amounts
18 were due;
19 27. For reasonable attorneys' fees, costs of suit, and interest incurred;
20 28. For liquidated damages pursuant to California Labor Code § 1194.2; and
21 29. For such other and further relief as the Court may deem just and proper.

22 As to the Fifth Cause of Action

- 23 30. That the Court declare, adjudge and decree that Defendants violated the applicable
24 California Labor Code sections by willfully failing to pay all compensation owed
25 during employment to Plaintiff and the other class and subclass members;
26 31. For general unpaid wages and such general and special damages as may be appropriate;
27 32. For all actual, consequential, and incidental losses and damages, according to proof;
28

- 1 33. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due;
3 34. For reasonable attorneys' fees, costs of suit, and interest incurred; and
4 35. For such other and further relief as the Court may deem just and proper.

5 As to the Sixth Cause of Action

- 6 36. That the Court declare, adjudge and decree that Defendants violated the record keeping
7 provisions of the applicable California Labor Code sections, including sections 226(a)
8 and 1174, and the applicable IWC Wage Orders as to Plaintiff and the other class and
9 subclass members, and willfully failed to provide accurate itemized wage statements
10 thereto and failed to maintain appropriate records;
11 37. For actual, consequential and incidental losses and damages, according to proof;
12 38. For statutory penalties pursuant to California Labor Code § 226(e);
13 39. For injunctive relief to ensure compliance with this section, including pursuant to
14 California Labor Code § 226(h); and
15 40. For such other and further relief as the Court may deem just and proper.

16 As to the Seventh Cause of Action

- 17 41. That the Court declare, adjudge and decree that Defendants violated California Labor
18 Code §§ 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
19 and subclass members for all necessary business-related expenses as required by
20 California Labor Code §§ 2800 and 2802;
21 42. For actual, consequential and incidental losses and damages, according to proof;
22 43. For the imposition of civil penalties and/or statutory penalties;
23 44. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and
24 45. For such other and further relief as the Court may deem just and proper.

25 As to the Eighth Cause of Action

- 26 46. That the Court declare, adjudge, and decree that Defendants violated the applicable
27 California Labor Code sections by willfully failing to pay all sick pay wages;
28

- 1 47. Compensatory damages, according to proof at trial, including compensatory damages
2 due to Plaintiff and the class and subclass members;
3 48. For actual, consequential and incidental losses and damages, according to proof;
4 49. For general unpaid wages and such general and special damages as may be appropriate;
5 50. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and
6 51. Such other and further relief as the Court deems just and equitable.

7 As to the Ninth Cause of Action

- 8 52. That the Court declare, adjudge and decree that Defendants violated California
9 Business and Professions Code §§ 16600, 16600.5, and 16600.1, *et seq.* and California
10 Labor Code § 432.5, for the reasons identified herein.
11 53. For injunctive relief voiding the post-employment restrictive covenants;
12 54. For restitution to Plaintiff and all the other class and subclass members and all pre-
13 judgment interest from the day such amounts were due and payable;
14 55. For the appointment of a receiver to receive, manage and distribute any and all funds
15 disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violation of California Business and Professions Code §§
17 17200, *et seq.*;
18 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
19 Code of Civil Procedure § 1021.5;
20 57. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code §§ 17200, *et seq.*; and
22 58. For such other and further relief as the Court may deem just and proper.

23 As to the Tenth Cause of Action

- 24 59. That the Court declare, adjudge and decree that Defendants violated California
25 Business and Professions Code §§ 17200, *et seq.* for the reasons identified herein.
26 60. For restitution to Plaintiff and all the other class and subclass members and all pre-
27 judgment interest from the day such amounts were due and payable;
28

- 1 61. For the appointment of a receiver to receive, manage and distribute any and all funds
2 disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code §§
4 17200, *et seq.*;
- 5 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
6 Code of Civil Procedure § 1021.5;
- 7 63. For injunctive relief to ensure compliance with this section, pursuant to California
8 Business and Professions Code §§ 17200, *et seq.*; and
- 9 64. For such other and further relief as the Court may deem just and proper.

10 As to the Eleventh Cause of Action

- 11 65. That the Court declare, adjudge and decree that Defendants violated the California
12 Labor Code by failing to pay wages for all hours worked (including minimum wages,
13 overtime wages, and premium wages), failing to pay at the correct rate, failing to
14 provide compliant meal periods or compensation in lieu thereof, failing to provide
15 compliant rest periods or compensation in lieu thereof, failing to maintain accurate
16 records, failing to reimburse business expenses, and failing to furnish accurate wage
17 statements;
- 18 66. That the Court declare, adjudge and decree that Defendants violated California Labor
19 Code § 432.5 (as well as California Business and Professions Code §§ 16600, 16600.5,
20 and 16600.1, *et seq.*)
- 21 67. An award of civil penalties available under PAGA;
- 22 68. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 23 69. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
24 permitted by law, associated with the PAGA claims;
- 25 70. Injunctive and declaratory relief to the extent allowed by PAGA; and
- 26 71. Such other and further relief that the Court deems proper.

27 As to all Causes of Action

- 28 72. For any additional relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other employees similarly situated, demands a trial by jury as to all causes of action triable by jury.

Date: April 24, 2026

KV LAW, P.C.

/s/ Kristapor Vartanian

By: _____

Kristapor Vartanian

Attorney for Plaintiff

EXHIBIT A

KV LAW, P.C.

KRISTAPOR VARTANIAN
DIRECT DIAL: (213) 799-3734
E-MAIL: kvartanian@kvlawpc.com

December 23, 2025

VIA CERTIFIED MAIL

Remarkable Caregivers RCSM LLC
Attn: Becky Langdon or Human
Resources/Legal Department
25 Avenida De Orinda
Orinda, CA 94563

Remarkable Caregivers RCSM LLC
Attn: Human Resources
3499 Grande Vista Drive
Thousand Oaks, CA 91320

Agemark Corporation
Attn: Michael Pittore, Forrest Westin, and
Richard Westin
25 Avenida De Orinda
Orinda, CA 94563

CT Corporation System
C/O Sage Mountain Senior Housing Partners,
LLC
330 N. Brand Blvd.
Glendale, CA 91203

VIA ONLINE SUBMISSION

California Labor & Workforce Development
Agency ("LWDA")
(<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698, *et seq.*

To Whom It May Concern:

Our office has been retained to represent plaintiff Aina Viola ("Plaintiff") and the Aggrieved Employees (defined below) against Remarkable Caregivers RCSM LLC, Sage Mountain Senior Housing Partners, LLC, Agemark Corporation (collectively, the "Company" or "Defendants") for violations of California wage-and-hour laws.

PLEASE TAKE NOTICE that Plaintiff, individually and on behalf of the Aggrieved Employees, gives notice to commence and/or amend a civil action pursuant to California Labor Code §§ 2698, *et seq.*

Plaintiff was/is employed by the Company in California from approximately July 2023 to September 2025 as a non-exempt employee. Plaintiff contends that Defendants unlawfully failed to pay all wages due (including at the correct rate and including at the time of termination) --

December 23, 2025

Page 2

including minimum wages, overtime wages, premium wages, and sick pay wages; failed to provide uninterrupted and compliant meal periods; failed to provide uninterrupted and compliant rest periods; failed to indemnify necessary business expenses; failed to furnish accurate itemized wage statements; failed to keep accurate records; and restrained employees from engaging in a lawful profession, trade or business through illegal non-solicitation and/or non-competition agreements. This conduct, as well as the conduct alleged in the incorporated complaint, violates California Labor Code §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order(s), and are therefore actionable under California Labor Code § 2699.3.

A copy of the complaint by Plaintiff against the Company, which (i) identifies the alleged violations; (ii) details the facts and theories which support the alleged violations; (iii) sets forth the people/entities, violations, events, actions, and the like to the extent known to Plaintiff; and (iv) sets forth the Company's illegal practices, is attached hereto. This information provides notice to the LWDA of the facts and theories supporting the alleged violations for the Agency's reference. Thus, Plaintiff hereby incorporates the allegations of the attached complaint into this Notice as if fully set forth herein.

This Notice is provided to enable Plaintiff to proceed with a civil action against the Company as authorized by California Labor Code §§ 2699 *et seq.*

Your earliest response to this Notice is greatly appreciated. If the Agency has any questions or needs any further information, please do not hesitate to contact me.

Respectfully,

KV LAW, P.C.

A handwritten signature in blue ink, appearing to read "Kristapor Vartanian", is written over a horizontal line.

Kristapor Vartanian, Esq.

Enclosure

1 Kristapor Vartanian (SBN 275378)
kvartanian@kvlawpc.com
2 **KV LAW, P.C.**
11400 West Olympic Blvd. Suite 200 #2042
3 Los Angeles, CA 90064
Telephone: (213) 799-3730
4

Attorneys for Plaintiff
5 Aina Viola

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF LOS ANGELES**

8 AINA VIOLA, on behalf of the general public
and the State of California as private attorney
9 general,

10 Plaintiff,

11 vs.

12 REMARKABLE CAREGIVERS RCSM LLC, a
California limited liability company; SAGE
13 MOUNTAIN SENIOR HOUSING PARTNERS,
LLC, a California limited liability company;
14 AGEMARK CORPORATION, a California
corporation; and DOES 1 through 10, inclusive;

15 Defendants.
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CASE NO.

**PRIVATE ATTORNEYS GENERAL
ACT (“PAGA”) REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
LABOR CODE §§ 2698 *et seq.***

1 Plaintiff Aina Viola (“Plaintiff” or “Viola”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Private Attorneys
3 General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) alleges, on information and
4 belief, except for her own acts and knowledge which are based on personal knowledge, the following:

5 **INTRODUCTION**

6 1. Plaintiff brings this action against Remarkable Caregivers RCSM LLC, Sage Mountain
7 Senior Housing Partners, LLC, Agemark Corporation, and Does 1 through 10 (Defendants are
8 collectively referred to as “Defendants”) for civil penalties under the PAGA stemming from
9 Defendants’ (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to
10 provide uninterrupted and compliant meal periods or compensation in lieu thereof; (iv) failure to
11 provide uninterrupted and compliant rest periods or compensation in lieu thereof; (v) failure to
12 properly pay sick pay; (vi) failure to maintain accurate records; (vii) failure to timely pay wages during
13 employment and upon termination; (viii) failure to furnish accurate itemized wage statements; (ix)
14 failure to indemnify necessary business expenses; and (x) requiring illegal non-solicitation/non-
15 competition agreements

16 2. Plaintiff is not seeking general and/or special damages, restitution or other damages
17 other than civil penalties. That is, California has enacted PAGA to permit an individual to bring an
18 action on behalf of themselves and on behalf of others for PAGA penalties only, which is the precise
19 and sole nature of this action.

20 3. The “Aggrieved Employees” are:

- 21 a. For claims/theories associated with subsections (i)-(viii) in Paragraph 1: all current
22 and former employees who worked for Defendants in California as hourly, non-
23 exempt employees at any time from one year prior to the postmark date of the
24 initial PAGA notice through the date of trial.
- 25 b. For claims/theories associated with subsections (ix)-(x) in Paragraph 1: all current
26 and former employees who worked for Defendants in California at any time from
27 one year prior to the postmark date of the initial PAGA notice through the date of
28 trial.

1 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
2 Plaintiff, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
3 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
4 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for
5 wage violations, Plaintiff does not seek underlying general and/or special damages for those
6 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and
7 injunctive relief for Plaintiff and all Aggrieved Employees as permitted by the PAGA.

8 5. Defendants own/owned and/or operate/operated an industry, business, and
9 establishment within the State of California, including Los Angeles County. As such, and based upon
10 all the facts and circumstances incident to Defendants' business in California, Defendants are subject
11 to the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

12 6. Despite these requirements, throughout the statutory period, Defendants maintained a
13 systematic, company-wide policy and practice of:

- 14 a. Failing to pay employees for all hours worked, including all minimum wages and
15 overtime wages in compliance with the California Labor Code and IWC Wage
16 Orders;
- 17 b. Failing to provide employees with timely and duty-free meal periods in compliance
18 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
19 records of all meal periods taken, restricted, interrupted, or missed, and failing to
20 pay an additional hour's pay for each workday a meal period violation occurred;
- 21 c. Failing to provide employees with timely and duty-free rest periods in compliance
22 with the California Labor Code and IWC Wage Orders, and failing to pay an
23 additional hour's pay for each workday a rest period violation occurred;
- 24 d. Failing to provide employees with proper sick pay in compliance with the
25 California Labor Code and IWC Wage Orders;
- 26 e. Failing to indemnify employees for necessary business expenses incurred;
- 27 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
28 wages, and sick pay wages due within the time period specified by California law;

- 1 g. Failing to maintain accurate records of the hours that employees worked;
- 2 h. Failing to provide employees with accurate, itemized wage statements containing
- 3 all the information required by the California Labor Code and IWC Wage Orders;
- 4 and
- 5 i. Restraining employees from engaging in a lawful profession, trade or business
- 6 through illegal non-solicitation and/or non-competition agreements.

7 7. On information and belief, Defendants, and each of them were on actual and

8 constructive notice of the improprieties alleged herein and intentionally refused to rectify their

9 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times

10 herein were willful and deliberate.

11 8. At all relevant times, Defendants were and are legally responsible for all of the

12 unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing

13 paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are

14 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of

15 "respondeat superior".

16 **JURISDICTION AND VENUE**

17 9. This Court has jurisdiction in this matter pursuant to the California Constitution,

18 Article VI, § 10, as the causes of action are premised upon violations of California law.

19 10. The monetary amounts sought exceed the minimal jurisdiction limits of the Superior

20 Court.

21 11. This Court has jurisdiction over Defendants because Defendants are citizens of

22 California, employed Plaintiff and other Aggrieved Employees in Los Angeles County, California,

23 have their principal place of business in Los Angeles County, and upon information and belief, they

24 conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise

25 intentionally avail themselves to the California (and Los Angeles County) market so as to render the

26 exercise of jurisdiction in California proper.

27 12. Pursuant to California Code of Civil Procedure § 395, 393(a) and/or 395.5, venue is

28 proper in this judicial district. Los Angeles County is the proper venue, particularly because

1 Defendants employed Plaintiff and other Aggrieved Employees in Los Angeles County, Defendants
2 maintain offices, have agents, employ individuals and/or transact business in Los Angeles County,
3 and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred
4 within Los Angeles County.

5 **PARTIES**

6 13. Plaintiff is a California resident who has worked for Defendants as an employee in Los
7 Angeles County, California, from approximately July 2023 to September 2025.

8 14. The State of California, via the Labor and Workforce Development Agency
9 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l Calif., Inc.*, 9 Cal. 5th 73, 81
10 (2020) (the “government entity on whose behalf the plaintiff files suit is always the real party in
11 interest.”).) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
12 *Inc.*, 101 Cal. App. 5th 533 (2024) and *Rodriguez v. Packers Sanitation Servs. Ltd.*, 109 Cal. App. 5th
13 69 (2025), the PAGA claim is brought exclusively as a representative action and does not include
14 arbitrable claims.

15 15. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
16 if necessary, in order to establish suitable representative(s) pursuant to *Hutcheson v. Superior Court*,
17 74 Cal. App. 5th 923 (2022), *La Sala v. Am. Savings and Loan Ass’n*, 5 Cal.3d 864, 872 (1971), and
18 other applicable law.

19 16. Plaintiff is informed and believes and based upon that information and belief alleges,
20 that Defendants are:

- 21 a. Business entities with their principal places of business in Los Angeles County,
22 California.
- 23 b. Business entities conducting business in the State of California, including in Los
24 Angeles County.
- 25 c. The former employers of Plaintiff, and the current and/or former employer(s) of
26 the Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
27 Aggrieved Employees to work and/or controlled their wages, hours, or working
28 conditions.

1 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
2 the Aggrieved Employees.

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

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

12 19. Plaintiff is informed and believes and thereon alleges that at all relevant times each
13 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
14 employees described in the Aggrieved Employees definitions herein, and exercised control over their
15 wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes
16 and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
17 venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent
18 corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants,
19 and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
20 such other relationships to some or all of the other Defendants so as to be liable for their conduct with
21 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each
22 Defendant acted pursuant to and within the scope of the relationships alleged above, that each
23 Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled,
24 aided and abetted the conduct of all other Defendants.

25 **GENERAL ALLEGATIONS**

26 20. Plaintiff is a California resident who worked for Defendants in Los Angeles County,
27 California, during the statutory period. During the statutory period, Defendants classified Plaintiff as
28 non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

1 21. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
2 (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with
3 uninterrupted and compliant meal periods or compensation in lieu thereof, failed to provide Plaintiff
4 with uninterrupted and compliant rest periods or compensation in lieu thereof, failed to properly pay
5 sick pay, failed to maintain accurate records, failed to indemnify Plaintiff for necessary business
6 expenses, failed to timely pay all wages to Plaintiff (including at termination), and failed to furnish
7 accurate wage statements. Plaintiff's experience working for Defendants was typical and illustrative.

8 22. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
9 Employees, to set work rules and conditions governing Plaintiff's and the Aggrieved Employees'
10 employment, and to supervise their daily employment activities.

11 23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
12 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other
13 Aggrieved Employees.

14 24. Defendants directly hired and paid wages to Plaintiff and the Aggrieved Employees.

15 25. Throughout the statutory period, Plaintiff and other Aggrieved Employees, from time
16 to time, worked over eight (8) hours in a day, and/or forty (40) hours in a week during their
17 employment with Defendants, and were not paid overtime.

18 26. Throughout the statutory period, Defendants maintained a policy and practice of not
19 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime and
20 minimum wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
21 required to work off-the-clock, and uncompensated. Among other things, Plaintiff and the Aggrieved
22 Employees were at times required to wait in line for several minutes off-the-clock to utilize
23 Defendants' time clock machine. Further, the time clock was not always working properly and failed
24 to correctly capture employee times, to the detriment of the employees. The time clock at times also
25 did not correctly input employee "in" or "out" punches (without notifying the employee), causing lost
26 work time to the detriment of the employee. Defendants also required Plaintiff and other Aggrieved
27 Employees to work while clocked out during what is supposed to be their off-duty meal breaks.
28 Plaintiffs and Aggrieved Employees were also required to perform job duties off the clock, including

1 after their scheduled shifts, including, but not limited to, assisting patients, communicating with
2 employees/management about work-related inquiries, and completing work tasks. Defendants also
3 required Plaintiff and Aggrieved Employees to work during their rest breaks, including due to their
4 rigorous work schedules and lack of coverage/support.

5 27. Defendants also fail to properly calculate the “regular rate of pay” for purposes of
6 calculating, *inter alia*, overtime and meal/rest break premium pay.

7 28. Throughout the statutory period, Defendants failed to relieve Plaintiff and the
8 Aggrieved Employees of all duties, failed to relinquish control over Plaintiff and the Aggrieved
9 Employees’ activities, failed to permit Plaintiff and the Aggrieved Employees a reasonable
10 opportunity to take, and impeded, restricted (including geographically), or discouraged them from
11 taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
12 for shifts lasting at least six (6) hours.

13 29. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
14 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff’s and
15 the Aggrieved Employees’ regular rate of pay when a meal period was missed, shortened, late,
16 interrupted, restricted to the premises and/or otherwise not compliant with the requirements of
17 applicable California law, and they did not receive all meal periods or payment of one additional hour
18 of pay at Plaintiff’s and the Aggrieved Employees’ regular rate of pay when a meal period was not
19 compliant with California law.

20 30. Throughout the statutory period, Defendants failed to provide, authorize, and permit
21 Plaintiff and the Aggrieved Employees to take full, uninterrupted, off-duty, unrestricted (including
22 geographically), and otherwise legally compliant rest periods for every shift lasting three and one-half
23 (3.5) to six (6) hours and/or two full, uninterrupted, off-duty and otherwise legally compliant rest
24 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and
25 otherwise legally compliant rest periods for every shift lasting more than ten (10) hours, and failed to
26 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
27 period.
28

1 31. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
2 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
3 other Aggrieved Employees' regular rate of pay when a rest period was missed, shortened, late,
4 interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the requirements
5 of applicable California law, and they did not receive all rest periods or payment of one additional
6 hour of pay at Plaintiff's and the other Aggrieved Employees' regular rate of pay when a rest period
7 was not compliant with California law. In fact, as a policy and practice, Defendants forced Plaintiff
8 and the other Aggrieved Employees to work through their rest breaks. Defendants' policy and practice
9 was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in
10 compliance with California law.

11 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least
13 minimum wages for compensation and that they were not receiving at least minimum wages for all
14 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective
15 payment of zero dollars per hour for hours Plaintiff and the other Aggrieved Employees worked off
16 the clock performing work duties, including (but not limited to) duties such as those described in
17 herein.

18 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
19 Aggrieved Employees with accurate, itemized wage statements in accordance with California law.
20 The deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours
21 worked by Plaintiff and the other class and subclass members; (ii) the accurate and applicable rates
22 of pay in effect during each pay period and the corresponding number of hours worked at each hourly
23 rate; (iii) the accurate gross wages and net wages earned (including correct hours worked, correct
24 wages earned for hours worked, correct overtime hours worked, correct wages for meal periods that
25 were not provided in accordance with California law, and correct wages for rest periods that were not
26 authorized or permitted in accordance with California law); and (iv) complete and correct deductions.
27 Defendants also did not include the proper employer names in the wage statements. As a result of
28

1 these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees
2 suffered injury because, among other things:

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

1 34. Defendants also failed to keep complete and accurate employment and payroll records
2 for Plaintiff and the Aggrieved Employees in accordance with California law, including Cal. Lab.
3 Code §§ 226(a), 1174(d), and the IWC Wage Orders.

4 35. During the statutory period, Defendants failed to pay Plaintiff and the Aggrieved
5 Employees their correct wages owed upon separation from Defendants' employment and accordingly
6 owe waiting time penalties pursuant to Cal. Lab. Code § 203. Further, Plaintiff is informed and
7 believes and based thereon alleges that such failure to pay at the regular rate was willful, such that
8 Plaintiff and Aggrieved Employees whose employment has separated are entitled to waiting time
9 penalties pursuant to Cal. Lab. Code §§ 201-203.

10 36. During the statutory period, Defendants did not reimburse Plaintiff and the Aggrieved
11 Employees for necessary business-related expenses, including (without limitation), expenses related
12 to the purchase and maintenance (including laundering) of uniform items (including but not limited
13 to black pants, shoes, and black jackets), expenses related to work items (including waste bags),
14 expenses related to complying with Defendants' dress code and grooming policies, and personal cell
15 phone expenses (which were used for work purposes).

16 37. Defendants knew or should have known that they had a duty to compensate and
17 reimburse Plaintiff and the Aggrieved Employees pursuant to California law, and that Defendants had
18 the financial ability to pay such compensation and reimbursement, but willfully, knowingly, and
19 intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that
20 they were properly paid all wages and reimbursements, all in order to increase Defendants' profits.

21 38. Defendants also forced Plaintiff and the Aggrieved Employees to sign and abide by
22 Non-Compete Agreements, which are illegal in California, and a violation of California Business &
23 Professions §§ 16600 *et seq.* and California Labor Code § 432.5. This includes Defendants' Non-
24 Compete Agreements barring, among other things, Plaintiff and the Aggrieved Employees from
25 soliciting customers, including for several years after separation of employment, so that Defendants
26 can keep "continued patronage of its customers." Such restrictive covenants/agreements violate
27 California law.

28 39. All of the conduct and violations alleged herein occurred during the statutory period.

40. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive certain wages and that they were not receiving accurate compensation for all hours worked.

41. As a result of the above facts, during the relevant time period, Defendants were and continue to be in violation of the California Labor Code, including §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804 and the applicable IWC Wage Orders related to these claims arising under the California Labor Code.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties under PAGA)

42. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein

43. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

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

45. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

a. For claims/theories associated with subsections (i)-(viii) in Paragraph 1: all current and former employees who worked for Defendants in California as hourly, non-exempt employees at any time from one year prior to the postmark date of the initial PAGA notice through the date of trial.

1 b. For claims/theories associated with subsections (ix)-(x) in Paragraph 1: all current
2 and former employees who worked for Defendants in California at any time from
3 one year prior to the postmark date of the initial PAGA notice through the date of
4 trial.

5 46. Plaintiff reserves the right to amend, supplement, or add to this description of the
6 Aggrieved Employees, according to proof.

7 47. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
8 penalties under the PAGA.

9 48. As alleged, Defendants committed the following violations and are liable for all
10 corresponding civil penalties:

11 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
12 1197.1, 1198; IWC Wage Orders.

13 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
14 Orders.

15 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 233 and 245 through 249.

16 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
17 516, 1198; IWC Wage Orders.

18 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
19 1198; IWC Wage Orders.

20 f. ***Untimely Payment of Wages During Employment and Upon Termination.***
21 Violation of Labor Code §§ 201-204, 204b, 210.

22 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

23 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
24 2804.

25 i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174,
26 1174.5, 1198.5; IWC Wage Orders.

27 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
28 IWC Wage Orders.

1 k. ***Illegal Restrictive Covenants.*** Violation of Labor Code § 432.5; Cal. Bus. & Prof.
2 Code §§ 16600 *et. seq.*

3 49. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
4 alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants
5 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
6 extent permitted by law, including under Labor Code § 2699(k).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, prays for relief
9 and judgment against Defendants, jointly and severally, as follows:

- 10 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
11 Code by failing to pay wages for all hours worked (including minimum wages, overtime
12 wages, and premium wages), failing to pay at the correct rate, failing to provide compliant
13 meal periods or compensation in lieu thereof, failing to provide compliant rest periods or
14 compensation in lieu thereof, failing to maintain accurate records, failing to reimburse
15 business expenses, and failing to furnish accurate wage statements;
- 16 2. That the Court declare, adjudge and decree that Defendants violated California Labor Code
17 § 432.5 (as well as California Business and Professions Code §§ 16600, 16600.5, and
18 16600.1, *et seq.*)
- 19 3. An award of civil penalties available under PAGA;
- 20 4. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 21 5. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
22 permitted by law, associated with the PAGA claims;
- 23 6. Injunctive and declaratory relief to the extent allowed by PAGA; and
- 24 7. Such other and further relief that the Court deems proper.

25 Date: December __, 2025

KV LAW, P.C.

26 /s/ Kristapor Vartanian

27 By: _____

28 Kristapor Vartanian
Attorney for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF VENTURA

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 11400 West Olympic Blvd., Suite 200 #2042, Los Angeles, CA 90064.

On April 24, 2026, I served the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties to this action by delivering a copy thereof in a sealed envelope addressed to each of said interested parties at the following address(es): SEE ATTACHED LIST

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL SERVICE)** Pursuant to applicable law and/or the parties' electronic service agreement, I caused such document(s) to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.

☐ **(BY OVERNIGHT DELIVERY)** I served the foregoing document by FedEx, an express service carrier which provides overnight delivery, as follows: I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 24, 2026, at Los Angeles, California.

/s/ Kris Vartanian
Kris Vartanian

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SERVICE LIST

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