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Attorneys for Plaintiff JENNIFER LARSEN, on
behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

JENNIFER LARSEN, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

SAINT AGNES HOME HEALTH AND
HOSPICE, a California Limited Liability
Company; TRINITY HOME HEALTH
SERVICES, a Michigan Non-Profit Corporation;
and DOES 1 to 10, inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. **Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
2. **Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223;**
3. **Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;**
4. **Failure to Timely Pay All Wages Owed in Violation of Labor Code § 204;**
5. **Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
6. **Violations of Business & Professions Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, JENNIFER LARSEN (hereinafter referred to as “Plaintiff”) hereby submits her
2 Complaint Against Defendants SAINT AGNES HOME HEALTH AND HOSPICE, a California Limited
3 Liability Company; TRINITY HOME HEALTH SERVICES, a Michigan Non-Profit Corporation; and DOES 1
4 to 10, inclusive, (hereinafter referred to as “Defendants”) on behalf of herself and the class of all other
5 similarly situated current and former employees of Defendants as follows:

6 **NATURE OF THE CASE**

7 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
8 challenging Defendants systemic illegal employment practices resulting in violations of California *Labor*
9 *Code* §§ 201-203, 221, 223, 226(a), 226.7, 510, 1174.5, 1198, California *Business & Professions Code* §
10 17200, et seq. (“Unfair Competition Law”); and the applicable Industrial Welfare Commission (“IWC”)
11 Wage Orders.

12 2. Plaintiff seeks relief on behalf of herself and members of the Plaintiff Class as a result of
13 employment policies, practices, and procedures more specifically described below, which violate the
14 California *Labor Code*, and the orders and standards promulgated by the California Department of
15 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
16 resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff Class all wages due to
17 them. Said employment policies, practices, and procedures are generally described as follows:

- 18 a. Failure to Pay Employees for All Overtime;
19 b. Failure to Pay Employees for All Hours Worked;
20 c. Failure to Pay All Wages Owed at Termination;
21 d. Failure to Timely Pay All Wages Owed; and,
22 e. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
23 Statements and Failed to Maintain Accurate Records;

24 3. At all times relevant herein, on information and belief, Defendants operated a network
25 home health care providers that services residents and does business throughout the State of California.
26 Defendant SAINT AGNES HOME HEALTH AND HOSPICE, LLC is, and was, a member of the Trinity
27 Home Health network, operating in 11 states, including the State of California. Defendant SAINT AGNES
28 HOME HEALTH AND HOSPICE, LLC provides home care services for individuals recovering from

1 illness or surgery, end-of-life hospice care and support and bereavement support for families grieving and
2 dealing with sick or dying loved ones. Employer Saint Agnes provides services throughout the state of
3 California as well as the County of Fresno.

4 4. Defendant TRINITY HOME HEALTH SERVICES, is a Michigan based non-profit
5 network of healthcare providers, including skilled nursing care, home health aides, physical therapy,
6 occupational therapy, speech therapy, and social workers, servicing residents throughout the State of
7 California, including the County of Fresno.

8 5. Defendants have maintained practices which have failed and continue to fail to pay Plaintiff
9 and other non-exempt employees all wages. Specifically, Defendant does not properly record, nor
10 compensate Plaintiff and other non-exempt employees for the overtime they are owed based on their total
11 overtime hours worked. Additionally, Plaintiff and the other non-exempt employees who have been
12 terminated by Defendant have not been timely paid for all the wages they are owed.

13 6. In light of the foregoing, Defendants have also failed to provide accurate wage statements.

14 7. Plaintiff brings the claims herein as a class action on behalf of herself and other similarly
15 situated individuals who have worked for Defendants in California, at any time from four years prior to
16 the filing of this complaint, through the resolution of this action. Plaintiff, on her own behalf and on behalf
17 of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 201-203, 221, 223,
18 226(a), 226.7, 510, 1174.5, 1198, the applicable wage order and under *Business & Professions Code* §§
19 17200-17208, for unfair competition due to Defendants unlawful, unfair and fraudulent business acts and
20 practices.

21 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged
22 in, among other things, a system of willful violations of the California *Labor Code* and the applicable
23 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
24 employees the above stated rights and benefits.

25 **PARTIES**

26 9. Plaintiff JENNIFER LARSEN (“LARSEN” or “Plaintiff”) is an individual over the age
27 of eighteen (18) and is now, and at all relevant times mentioned in this Complaint was, a resident and
28 domiciliary of the State of California. During the Relevant Time Period, Plaintiff worked for Defendants

1 as a ‘Registered Nurse’ from her start date of October 9, 2023, until her date of termination on November
2 17, 2025.

3 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant SAINT
4 AGNES HOME HEALTH AND HOSPICE (“AGNES HOME” or “Defendant”) is, and was, a California
5 Limited Liability Company. Plaintiff is further informed and believes that at all times relevant hereto,
6 Defendant AGNES HOME has transacted, and continues to transact, business throughout the State of
7 California.

8 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a member
9 of the Trinity Home Health network, operating in 11 states, including California. Employer Saint Agnes
10 provides home care services for individuals recovering from illness or surgery, end of life hospice care
11 and support and bereavement support for families grieving and dealing with sick or dying loved ones.

12 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant TRINITY
13 HOME HEALTH SERVICES, is a Michigan Non-Profit Corporation (“TRINITY HOME HEALTH” or
14 “Defendant”). Plaintiff is further informed and believes, and thereon alleges, that at all times relevant
15 hereto, Defendant TRINITY HOME HEALTH has transacted, and continues to transact, business
16 throughout the State of California.

17 13. Plaintiff is informed and believes, and based thereon alleges, that Defendant TRINITY
18 HOME HEALTH operates a non-profit network of healthcare providers, including skilled nursing care,
19 home health aides, physical therapy, occupational therapy, speech therapy, and social workers, servicing
20 residents throughout the State of California, including the County of Fresno.

21 14. Plaintiff is informed and believes and based thereon alleges that at all times herein
22 mentioned Defendant and DOES 1 to 10, is and was a corporation, business entity, individual, and
23 partnership, licensed to do business and actually doing business in the State of California.

24 15. Plaintiff does not know the true names or capacities, whether individual, partner or
25 corporate, of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant
26 is sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
27 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
28 said fictitious Defendants in some way were responsible for the matters alleged herein and proximately

caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein. Defendants SAINT AGNES and TRINITY HOME HEALTH are hereinafter collectively referred to as “Defendants.”

16. Plaintiff is further informed and believes that at all times relevant hereto, Defendants have transacted, and continue to transact, business throughout the State of California. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendants SAINT AGNES and TRINITY HOME HEALTH were “client employer(s)” within the meaning of *Labor Code* § 2810.3. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendants SAINT AGNES and TRINITY HOME HEALTH was and is an employer subject to California state wage and hour laws.

17. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendant, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendant, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

18. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein are the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and were acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

19. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times mentioned herein, Defendant, and each of them, ratified each and every act or omission complained of herein. At all times mentioned herein, the Defendant, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

1 21. The Members of the Classes (as defined below), including the representative Plaintiff
2 named herein, have been employed during the Class Period in California. The practices and policies which
3 are complained of by way of this Complaint are enforced throughout the State of California.

4 **JURISDICTION AND VENUE**

5 22. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the
6 California Constitution and *Code of Civil Procedure* § 410.10.

7 23. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
8 injunctive relief, including restitution of earned wages, arising from Defendants unfair competition under
9 *Business & Professions Code* § 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the
10 Class's claims pursuant to the applicable provisions.

11 24. The Court has jurisdiction over Defendant because they are authorized to do business in
12 the State of California and are registered with the California Secretary of State. Defendant does sufficient
13 business with sufficient minimum contacts in California, and/or otherwise intentionally avails themselves
14 of the California market through the advertising, marketing and sale of goods and services, to render the
15 exercise of jurisdiction over Defendants by the California court consistent with traditional notions of fair
16 play and substantial justice.

17 25. Venue is proper in Sutter County because the acts which give rise to this litigation occurred
18 in this county and because Defendants have employed Class Members in this county and transact business
19 in this county.

20 **FACTUAL ALLEGATIONS**

21 26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.
22 ***Defendants Failure to Pay Overtime Wages***

23 27. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more
24 and/or forty (40) hours a week or more, some work performed qualified for overtime pay.

25 28. Defendants did not compensate their hourly non-exempt employees for all overtime and/or
26 double time premium pay at their regular rate of pay, despite systematically recording employees' time.

27 29. During the Relevant Time Period, Defendant had, and continue to have, a company-wide
28 policy of failing to pay Plaintiff and class members all overtime compensation owed at their regular rate

1 of pay, including premium pay. Additionally, Plaintiff and class members were offered a \$10,000.00
2 hiring bonus that was to be paid in increments of \$2,500.00 every six months for 1-year and then the
3 remaining \$5,000.00 in year two. However, Plaintiff and class members did not receive their entire bonus
4 within the 2-year period.

5 30. Moreover, this additional compensation should have been calculated into Plaintiff and class
6 members 'regular rate' of pay for purposes of calculating their overtime compensation rate, including
7 premium pay.

8 ***Defendants Failure to Pay all Wages and Minimum Wages***

9 31. During the Relevant Time Period, upon information and belief, Defendants had, and
10 continue to have, a company-wide policy of failing to pay Plaintiff and class members all compensation
11 owed at their regular rate of pay. Additionally, Plaintiff and class members were offered a \$10,000.00
12 hiring bonus that was to be paid in increments of \$2,500.00 every six months for 1-year and the remaining
13 \$5,000.00 in year two. However, Plaintiff and class members did not receive their entire bonus within the
14 2-year period, and the additional compensation was never calculated for purposes of calculating their
15 regular rate of pay.

16 32. Thus, Defendants did not compensate their hourly non-exempt employees for all the
17 minutes that they worked as described above, including but not limited to the time that the employees
18 were subject to the control and direction of Defendants; and/or the time that the employees were suffered
19 or permitted to work.

20 ***Defendants Failure to Pay All Wages Due at Termination of Employment***

21 33. At all times relevant hereto, California *Labor Code* § 201 required an employer that
22 discharges an employee to pay compensation due and owing to said employee immediately upon
23 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
24 compensation due and owing to said employee within seventy-two (72) hours of an employee's
25 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation
26 promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for
27 waiting time penalties in the form of continued compensation for up to thirty (30) workdays.
28

35. Defendants willfully and knowingly failed to pay Plaintiff and the Plaintiff's Class upon termination of employment all accrued compensation, as described above, including, but not limited to, all wages earned, overtime compensation and bonus and incentive pay.

Defendants Failure to Provide Compliant Wage Statements

36. During the Relevant Time Period, Defendants have knowingly and intentionally provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For example, Defendants provided uniform wage statements to Plaintiff and members of the Classes that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for regular wages and overtime wages at Plaintiff and members of the Classes regular rate of pay.

37. Because Defendants failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Failure to Timely Pay Wages During Employment

38. During the Relevant Time Period, upon information and belief, Defendants had, and continue to have, a company-wide policy of failing to pay Plaintiff and class members all compensation owed at their regular rate of pay. Additionally, Plaintiff and class members were offered a \$10,000.00 hiring bonus that was to be paid in increments of \$2,500.00 every six months for 1-year and the remaining \$5,000.00 in year two. However, Plaintiff and class members did not receive their entire bonus within the 2-year period, and the additional compensation was never calculated for purposes of calculating their regular rate of pay.

39. Because Defendants failed to timely pay Plaintiff and the members of the Classes all wages owed during their employment, Defendants are in violation of Labor Code section 204, and Plaintiff and the members of the Classes are entitled to recover civil penalties, attorneys fees and costs, and interest thereon.

1 ***Facts Regarding Willfulness***

2 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and were
3 advised by skilled lawyers, other professionals, employees with human resources background and advisors
4 with knowledge of the requirements of California wage and hour laws and that at all relevant times,
5 Defendant knew or should have known, that the Plaintiff Class Members, including Plaintiff, were and
6 are entitled to receive pay for all hours worked, accurate itemized wage statements, and pay in a timely
7 manner.

8 ***Unfair Business Practices***

9 41. Defendants have further engaged in, and continues to engage in, unfair business practices
10 in California by practicing, employing and utilizing the unlawful employment practices and policies
11 outlined above.

12 42. Defendants' utilization of such unfair business practices constitutes unfair competition and
13 provides an unfair advantage over Defendants' competitors.

14 43. Defendants' utilization of such unfair business practices deprives Plaintiff and the Plaintiff
15 Class of the general minimum working standards and entitlements due them under California law and the
16 Industrial Welfare Commission wage orders as described herein.

17 44. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of
18 the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
19 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants
20 to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective
21 damage in amounts according to proof at the time of trial.

22 ***Plaintiff's Exhaustion of Administrative Remedies***

23 45. Plaintiff is currently complying with the procedures for bringing suit specified in *Labor*
24 *Code* § 2699.3.

25 46. By letter dated December 18, 2025, Plaintiff provided proper notice to the Labor and
26 Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California
27 *Labor Code* alleged to have been violated, including the facts and theories to support the alleged
28 violations.

47. This Complaint will be amended when more than sixty-five (65) days have passed since the date the notice was mailed to Defendants and the LWDA, if the LWDA chooses not to investigate the allegations herein.

CLASS ACTION ALLEGATIONS

48. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

49. Pursuant to *Code of Civil Procedure* § 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

50. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

- a. **Plaintiff Class**: All persons who have been, or currently are, employed by Defendant and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since four years prior to filing this action, through the date judgment is rendered in this action.
- b. **Terminated Sub-Class**: All members of the Plaintiff Class whose employment ended during the Class Period.
- c. (Collectively, “Plaintiff Class” or “Class Members”)

51. **Numerosity**: Plaintiff is informed and believes, and on that basis alleges, that during the class period hundreds of Class Members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendant in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

52. **Common Questions of Law and/or Fact**: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members’ claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;

- c. Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendants failed to timely pay Plaintiff and Class Members for all hours worked during their employment;
- e. Whether Defendants failed to pay final wages to Plaintiff and members of the Terminated Sub-Class upon separation of employment;
- f. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- h. Whether Defendants conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

53. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendants common course of conduct in failing to provide their non-exempt employees with all earned wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from Defendants common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

54. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

1 55. Superiority of Class Action: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
3 Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed
4 on an individual basis because this would potentially result in hundreds of individual, repetitive lawsuits.
5 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the
6 prospect of a “race to the courthouse,” and an inequitable allocation of recovery among those with equally
7 meritorious claims. By contrast, the class action device presents far fewer management difficulties, and
8 provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a
9 single court.

10 56. The various claims asserted in this action are additionally or alternatively certifiable under
11 the provisions of California *Code of Civil Procedure* § 382 because:

- 12 a. The prosecution of separate actions by hundreds of individual class members would create
13 a risk of varying adjudications with respect to individual class members, thus establishing
14 incompatible standards of conduct for Defendants, and,
15 b. The prosecution of separate actions by individual class members would also create the risk
16 of adjudications with respect to them that, as a practical matter, would be dispositive of the
17 interest of the other class members who are not a party to such adjudications and would
18 substantially impair or impede the ability of such non-party class members to protect their
19 interests.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Pay All Overtime Wages**

22 **Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

23 **(By Plaintiff and Members of the Putative Class Against Defendants)**

24 57. Plaintiff incorporates herein by reference the allegations set forth above.

25 58. At all times relevant herein, which comprise of the time period not less than four (4) years
26 preceding the filing of this action, Defendants were required to compensate hourly employees for all
27 overtime hours worked.
28

1 60. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare Commission
2 (“IWC”) wage order require employers to pay employees working more than eight (8) hours in a day or
3 more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of
4 pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.
5 The applicable IWC wage order further provides that employers are required to pay employees working
6 more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate
7 of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf
8 of, the employee, including nondiscretionary bonuses and incentive pay.

9 61. Defendants willfully failed to pay all overtime wages owed to Plaintiff and members of the
10 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
11 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
12 hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were
13 compensated at the employees regular rate(s) of pay as alleged above.

14 62. During the Relevant Time Period, Defendants had, and continue to have, a company-wide
15 policy of failing to pay Plaintiff and class members all overtime compensation owed at their regular rate
16 of pay, including premium pay. Additionally, Plaintiff and class members were offered a \$10,000.00
17 hiring bonus that was to be paid in increments of \$2,500.00 every six months for 1-year and then the
18 remaining \$5,000.00 in year two. However, Plaintiff and class members did not receive their entire bonus
19 within the 2-year period.

20 63. Moreover, this additional compensation should have been calculated into Plaintiff and class
21 members ‘regular rate’ of pay for purposes of calculating their overtime compensation rate, including
22 premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for all of the
23 overtime hours they actually worked.

24 64. Defendants’ failure to pay Plaintiff and members of the Class the balance of overtime
25 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
26 Plaintiff and members of the Class are entitled to recover civil penalties, attorney’s fees, costs, and interest
27 thereon.
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1 72. *Labor Code* § 223 provides in relevant part, “Where any statute or contract requires an
2 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
3 purporting to pay the wage designated by statute or by contract.”

4 73. *Labor Code* Labor Code § 210, In addition to, and entirely independent and apart from,
5 any other penalty provided in this article, every person who fails to pay the wages of each employee as
6 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a
7 penalty in the amount of one hundred dollars (\$100) for each failure to pay each employee, and \$200 for
8 each subsequent failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

9 74. Plaintiff is informed and believes, and therefore alleges, that Defendants compensation
10 schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their
11 job duties.

12 75. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each
13 and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and
14 *California Business & Professions Code* § 17200 *et seq.*

15 76. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class
16 have been damaged in an amount according to proof at time of trial.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Pay Wages at Time of Termination**

19 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

20 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendants)**

21 77. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
22 herein.

23 78. At all times, relevant herein, Defendants were required to pay employees all wages owed
24 in a timely fashion during and at the end of their employment, pursuant to *Labor Code* § 201-203.

25 79. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of
26 the Terminated Sub-Class their final wages pursuant to *Labor Code* §§ 201-203 and accordingly owe
27 waiting time penalties pursuant to *Labor Code* § 203.
28

1 81. *Labor Code* §§ 201 and 202 provide that if an employer discharges an employee, the wages
2 earned and unpaid at the time of discharge are due and payable immediately, and that if an employee
3 voluntarily leaves his or her employment, his or her wages shall become due and payable not later than
4 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice
5 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
6 quitting.

7 82. On information and belief, Defendants have a company-wide practice or policy of paying
8 departing employees their final wages late, instead of adhering to the time requirements set forth in *Labor*
9 *Code* § 201 and 202.

10 83. Plaintiff and members of the Terminated Sub-Class are entitled to recover civil penalties,
11 attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 256.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Timely Pay Wages During Employment**

14 **Labor Code § 204 and Applicable IWC Wage Orders**

15 **(By Plaintiff and the Members of the Putative Class Against Defendants)**

16 84. Plaintiff hereby incorporates by reference each and every one of the allegations contained
17 in the preceding paragraphs as if the same were fully set forth herein.

18 85. *Labor Code* § 204 requires that all wages earned by any person in any employment between
19 the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination
20 of an employee, are due and payable between the 16th and the 26th day of the month during which the
21 labor was performed, and that all wages earned by any person in any employment between the 16th and
22 the last day, inclusive, of any calendar month, other than those wages due upon termination of an
23 employee, are due and payable between the 1st and the 10th day of the following month.

24 86. *Labor Code* § 204 also requires that all wages earned for labor in excess of the normal
25 work period shall be paid no later than the payday for the next regular payroll period. Alternatively, *Labor*
26 *Code* § 204 provides that the requirements of this section are deemed satisfied by the payment of wages
27 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days
28 following the close of the payroll period.

1 87. During the class period, Defendants willfully failed to pay Plaintiff and members of the
2 Class all wages due including, but not limited to, all wages, overtime wages, and incentive and bonus pay,
3 within the time periods specified by *Labor Code* § 204.

4 88. *Labor Code* § 210 provides:

5 210 (a) In addition to, and entirely independent and apart from, any other penalty provided
6 in this article, every person who fails to pay the wages of each employee as provided in
7 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject
8 to a penalty as follows:

9 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
10 employee.

11 (2) For each subsequent violation, or any willful or intentional violation, two hundred
12 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
13 unlawfully withheld.

14 85. As a proximate result of the above-mentioned violations, Plaintiff and the Plaintiff Class
15 have been damaged in an amount according to proof at time of trial. Plaintiff and the members of the Class
16 herein seek damages and penalties pursuant to *Labor Code* § 210.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

19 ***Labor Code* §§ 226, 1174.5 and Applicable IWC Wage Orders**

20 **(By Plaintiff and Members of the Putative Class Against Defendants)**

21 86. Plaintiff hereby incorporates by reference each and every one of the allegations contained
22 in the preceding paragraphs as if the same were fully set forth herein.

23 87. California *Labor Code* § 226(a) and the applicable IWC wage order section 7(B) requires
24 employers to furnish each employee with a statement itemizing, among other things, the total hours
25 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

26 88. California *Labor Code* § 226(e) provides that if an employer fails to comply with providing
27 an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled
28 to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs

1 and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor*
2 *Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
3 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
4 in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails
5 to keep the required records pursuant to § 226(a).

6 89. Defendants knowingly and intentionally failed to furnish Plaintiff and the members of the
7 Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the applicable IWC
8 Wage order section 6(B).

9 90. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and
10 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
11 showing (a) net wages, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates in
12 effect during each respective pay period.

13 91. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain
14 accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the members
15 of the Classes as required under *Labor Code* § 1174.5. This is a result of, inter alia, unpaid wages, unpaid
16 overtime and unpaid bonus and incentive pay, as illustrated above.

17 92. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class
18 suffered injuries in the form of confusion over whether they received all wages owed to them, and
19 difficulty and expense in reconstructing pay records in addition to other injuries which may come to light
20 during the discovery process.

21 93. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant
22 to *Labor Code* § 226(e) for Defendants violations of *Labor Code* § 226(a).

23 94. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an
24 award of reasonable attorneys' fees and costs pursuant to *Labor Code* § 226(h).

1 **SIXTH CAUSE OF ACTION**

2 ***Business & Professions Code § 17200, et seq.***

3 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

4 95. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 96. *Business & Professions Code § 17200* defines unfair competition to include, “unlawful,
7 unfair or fraudulent business practices.”

8 97. Plaintiff and all proposed Class Members are “persons within the meaning of *Business &*
9 *Professions Code § 17204*, who have suffered injury in fact and have lost money or property as a result
10 of Defendants unfair competition.

11 98. Defendants have been committing, and continues to commit, acts of unfair competition by
12 engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint,
13 including, but not limited to:

- 14 a. violations of *Labor Code §§ 510, 1198*;
15 b. violations of *Labor Code §§ 221, 223*;
16 c. violations of *Labor Code §§ 201-203*;
17 d. violations of *Labor Code § 204*; and,
18 e. violations of *Labor Code §§ 226(a) and 1174*.

19 99. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendants
20 have reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and
21 proposed Class Members. Defendants unlawful, unfair, and/or fraudulent conduct has also enabled
22 Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

23 100. *Business & Professions Code § 17203* provides that the Court may restore to an aggrieved
24 party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or
25 practices.

26 101. Plaintiff seeks a court order enjoining Defendants from the unlawful, unfair, and/or
27 fraudulent activity alleged herein.
28

103. Pursuant to California *Civil Code* § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned but not paid.

104. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

105. Plaintiff seeks restitution for herself, and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to *Code of Civil Procedure* § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
5. Prejudgment and post judgment interest on all sums awarded;
6. For compensatory damages;
7. For penalties pursuant to *Labor Code* §§ 210, 226;
8. For interest accrued to date;
9. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 226 and 1194;
10. For reasonable attorneys' fees pursuant to *Labor Code* § 226 and *Code of Civil Procedure* § 1021.5, and/or other applicable law; and,
11. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law:
 - a. California *Labor Code* §§ 510, 1198 for failing to pay overtime;
 - b. California *Labor Code* §§ 221, 223, for failing to pay all wages;

- c. California *Labor Code* §§ 201-203 for failing to pay all wages owed at termination;
- d. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized wage statements and failing to maintain accurate records; and,
- e. *Business & Professions Code* §§ 17200-08 for violating the provisions set forth herein above.

12. For all such other and further relief that the Court may deem just and proper.

DATED: December 19, 2025

BRADLEY/GROMBACHER, LLP

By: Marcus J. Bradley
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Brandon J. Sweeney, Esq.
*Attorneys for Plaintiff and all others
similarly situated*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiff's and the Class Members' claims by jury to the extent authorized by law.

DATED: December 19, 2025

BRADLEY/GROMBACHER, LLP

By: Marcus J. Bradley
Marcus J. Bradley, Esq.
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