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AMIE BABB

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AMIE BABB, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

PRAC HOLDINGS, INC., a Delaware
corporation; and DOES 1 TO 50,

Defendants.

CASE NO. 2:25-cv-02206-DJC-DMC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 3. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
- 4. PAGA PENALTIES**
- 5. VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200**

DEMAND FOR TRIAL BY JURY

[UNLIMITED CIVIL JURISDICTION]

I. INTRODUCTION

1. Plaintiff Amie Babb ("Plaintiff" or "Ms. Babb") brings this class action for Defendant Prac Holdings, Inc. dba Arcadia Home Care And Staffing's (the "Company") failure to pay regular and overtime wages, failure to furnish accurate wage statement, and failure to pay all wages due upon separation of employment. As a result of these acts or omissions, the Company has violated California statutory laws as described below.

1
2 **II. JURISDICTION AND VENUE**

3 2. Plaintiff hereby brings this Complaint for recovery of unpaid wages and
4 penalties under California Business and Professions Code § 17200, *et seq.*, applicable
5 provisions of the California Labor Code, including 201, 202, 203, 204, 206, 221, 223, 224,
6 226, 226.3, 510, 1194 *et seq.*, 1198, and the applicable Industrial Welfare Commission
7 Wage Order (the “IWC Wage Order”), in addition to declaratory relief and restitution.

8 3. This court has jurisdiction over Defendants’ violations of the California Labor
9 Code because the amount in controversy exceeds this court’s jurisdictional minimum.
10 Venue in this court is proper because Defendants actively and regularly conducted
11 business in Shasta County, and a significant portion of the events giving rise to this action
12 occurred here.

13 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
14 causes of action based solely on, and arising from, California law. The claims of the class
15 are also individual claims for violations of California law described herein. These claims
16 arise from Defendants’ common and systemic failure to compensate employees for all
17 hours worked, and their unfair business practices based on the foregoing.

18 **III. PARTIES**

19 5. Plaintiff Amie Babb is an individual over the age of eighteen and resides in
20 California.

21 6. Defendant Prac Holdings, Inc. is incorporated in Delaware and has its
22 headquarters in Illinois. The Company employed and employs individuals in California,
23 including Plaintiff, and regularly conducts business in California, including Shasta County.

24 7. Plaintiff does not know the true names or capacities, whether individual,
25 partner, or corporate, of the defendants sued herein as Doe Defendants 1 to 100,
26 inclusive, and for that reason, said defendants are sued under such fictitious names, and
27 Plaintiff will seek leave from this Court to amend this Complaint when such true names
28 and capacities are discovered. Plaintiff is informed and believes, and based thereon

1 alleges, that each of said fictitious defendants, whether individual, partners, or corporate,
2 were responsible in some manner for the acts and omissions alleged herein, and
3 proximately caused Plaintiff and the Class to be subject to the unlawful employment
4 practices, wrongs, injuries and damages complained of herein. The Company and Doe
5 Defendants 1 to 50 are referred to herein as “Defendants”.

6 8. At all times herein mentioned, each of said Defendants participated in the
7 doing of the acts hereinafter alleged to have been done by the named Defendants; and
8 furthermore, the Defendants, and each of them, were the agents, servants, and
9 employees of each and every one of the other Defendants, as well as the agents of all
10 Defendants, and at all times herein mentioned were acting within the course and scope of
11 said agency and employment. Defendants, and each of them, approved of, condoned,
12 and/or otherwise ratified each and every one of the acts or omissions complained of herein

13 9. At all times mentioned herein, Defendants, and each of them, were members
14 of and engaged in a joint venture, partnership, and common enterprise, and acting within
15 the course and scope of and in pursuance of said joint venture, partnership, and common
16 enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all
17 purposes of Plaintiff and all members of the Class.

18 **IV. CLASS ACTION ALLEGATIONS**

19 10. Plaintiff brings this case as a class action pursuant to California Code of Civil
20 Procedure § 382 on behalf of a class (hereafter the “Class”) consisting of the following:

- 21 a. The Class: All persons who performed services in the State of
22 California during the Class Period as non-exempt employees for the
23 Company during the Class Period (“Class Members”). The Class
24 Period is the time period starting four years before the filing of the
25 initial Complaint in this action plus any additional time during which
26 the statutes of limitation for the causes of action herein were tolled
27 pursuant to Emergency Rule 9 of the California Rules of Court, the
28 “Emergency Rules Related to COVID-19”.

1 b. The Waiting Time Penalties Subclass: All members of the Class who
2 separated from their working relationship with the Company during
3 the three years immediately preceding the filing of the Complaint
4 through the present plus any additional time during which the statute
5 of limitation was tolled pursuant to the Emergency Rules Related to
6 COVID-19 (the “Subclass Members”). On information and belief, all
7 members of the Waiting Time Penalty Subclass that are no longer
8 working for the Company were not paid all wages due at the time of
9 their respective separation/termination.

10 11. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of
11 Court to amend or modify the class description with greater specificity, by division into
12 subclasses, or by limitation to particular issue.

13 12. This action has been brought and may properly be maintained as a class
14 action under the provisions of § 382 of the Code of Civil Procedure because there is a
15 well-defined community of interest in the litigation and the Class are easily ascertainable.

16 13. Numerosity. The members of the Class are so numerous that joinder of all
17 members would be unfeasible and not practicable. The membership of the Class are
18 unknown to Plaintiff at this time; however, it is estimated that the Class number greater
19 than one hundred (100) individuals. The identity of such membership is readily
20 ascertainable via inspection of the Company’s personnel records.

21 14. Typicality. Plaintiff’s claims are typical of the claims of the members of the
22 Class. Defendants subjected all Class Members to identical violations of the California
23 Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the
24 California Business and Professions Code. The factual grounds of Defendants’ violations
25 are common to all Class Members and represent a common thread of unlawful conduct
26 resulting in injury to all members of the Class.

27 15. Commonality. Common questions of law and fact exist with respect to all
28 members of the Class and predominate over any questions solely affecting individual

members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay regular and overtime wages for all hours worked by Plaintiff and members of the Class, in violation of Cal. Labor Code §§ 218 et seq., 510, 558, 1194;
- b. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- c. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- d. Whether the violations alleged in (a-c) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

16. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

17. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendants, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

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GENERAL FACTUAL ALLEGATIONS

18. Plaintiff Amie Babb was employed by Defendant PRAC Holdings, Inc. dba Arcadia Home Care and Staffing from April 2022 to June 2023 as a caregiver. Plaintiff provided services in private residences. Her duties primarily included housekeeping, meal preparation, and providing companionship to clients.

19. Plaintiff was paid on an hourly basis. Plaintiff and similarly situated employees were not compensated for all hours worked due to Defendant's unlawful rounding and other practices.

A. Failure to Pay Regular Wages

20. During the Class Period, Plaintiff, like other members of the Class, typically and routinely was not paid for all hours worked, because the Company maintained an unlawful rounding policy.

B. Failure to Issue Accurate Itemized Wage Statements

21. During the Class Period, Plaintiff, like other Class Members, was never issued accurate or itemized wage statements reflecting all wages earned.

C. Failure to Pay All Wages Upon Separation

22. During the Class Period, Plaintiff separated from employment with the Company. However, and like other Subclass Members, she was not paid all wages owed to her at the time of separation, including all hours worked. On information and belief, the Company's refusal to pay all wages owed to former employees continues, and none of the Subclass Members have been paid all wages owed, despite weeks, months, and years since their respective employment separations.

FIRST CAUSE OF ACTION

UNPAID WAGES

(Plaintiff on behalf of herself and the Class against All Defendants)

23. Plaintiff, on behalf of herself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

24. Under Labor Code §§ 201-204, 215, 216, 218.5, 510, 558, 1194, 1194.2,

1 1197, 1197.1, 1199, and the applicable IWC Wage Order, it is unlawful for an employer to
2 suffer or permit an employee to work without paying wages for all hours worked. "Hours
3 worked" is defined to include the time an employee is suffered or permitted to work,
4 whether or not required to do so. At all relevant times, Defendants have failed to pay
5 Plaintiff and Class Members for all hours worked and/or have regularly and consistently
6 maintained policies and practices of refusing to pay Class Members for all hours worked.

7 25. Plaintiff and Class Members should have received regular and overtime
8 wages according to the hours worked during employment. Defendants owe Class
9 Members regular wages and have failed and refused, and continue to fail and refuse, to
10 pay Plaintiff and Class Members the amounts owed as regular wages.

11 26. Plaintiff and Class Members were entitled to overtime compensation for all
12 overtime hours worked during their employment. Defendants failed and continue to fail to
13 pay Plaintiff and Class Members for all hours worked, including overtime hours, and
14 Plaintiff and Class Members are therefore entitled to the amounts owed as overtime
15 wages.

16 27. As a direct and proximate result of Defendants' conduct, as set forth herein,
17 Plaintiff has sustained damages and been deprived of wages and overtime compensation
18 that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such
19 amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and
20 attorneys' fees and costs.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
23 **(Plaintiff on Behalf of the Herself and the Class against All Defendants)**

24 28. Plaintiff, on behalf of herself and the Class Members, incorporates by
25 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
26 herein.

27 29. Defendants knowingly and intentionally failed to provide timely, accurate,
28 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding

1 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

2 30. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
3 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
4 periods in which Defendants have failed to provide accurate itemized wage statements to
5 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
6 Class Members' employment. Plaintiff and the Class Members seek the amount provided
7 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
8 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
9 for each violation in a subsequent pay period.

10 **THIRD CAUSE OF ACTION**
11 **WAITING TIME VIOLATIONS**

12 **(Plaintiff on behalf of herself and the Proposed Subclass against All Defendants)**

13 31. Plaintiff, on behalf of herself and the Waiting Time Penalty Subclass,
14 incorporates by reference all other paragraphs of this Complaint as if they were re-alleged
15 and set forth herein.

16 32. California Labor Code §201(a) provides, in pertinent part, as follows: "If an
17 employer discharges an employee, the wages earned and unpaid at the time of discharge
18 are due and payable immediately."

19 33. California Labor Code §202(a) provides, in pertinent part, as follows: "If an
20 employee not having a written contract for a definite period quits his or her employment,
21 his or her wages shall become due and payable not later than 72 hours thereafter, unless
22 the employee has given 72 hours previous notice of his or her intention to quit, in which
23 case the employee is entitled to his or her wages at the time of quitting."

24 34. California Labor Code §206(a) provides, in pertinent part, as follows: "In
25 case of a dispute over wages, the employer shall pay, without condition, and within the
26 time set by this article, all wages, or parts thereof, conceded by her to be due, leaving to
27 the employee all remedies she might otherwise be entitled to as to any balance claimed."

28 35. Where an employer willfully fails to pay, without abatement or reduction, in
accordance with sections 201 through 203 of the California Labor Code, all wages due to

1 an employee who has been discharged or has quit, California Labor Code §203 entitles
2 the affected employee to receive from the employer a penalty of up to 30 days wages
3 calculated from the due date of the wages until the time an action to recover the wages is
4 commenced.

5 36. As alleged herein, Defendants have failed to pay earned wages to Plaintiff
6 and the Waiting Time Penalty Subclass at the time they became due and payable, and
7 has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

8 37. Defendants' failure to pay wages as alleged herein was willful in that
9 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
10 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
11 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for all
12 hours worked and untimely and missed breaks.

13 38. It has been more than 30 days since the date of termination of Plaintiff's
14 initial employment period and all members of the Waiting Time Penalty Subclass Class
15 that are no longer employed by Defendant.

16 39. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff
17 and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California
18 Labor Code §203, continuing wages as a penalty for a total of 30 days.

19 **FOURTH CAUSE OF ACTION**
20 **CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT ("PAGA")**
21 **(Plaintiff against All Defendants)**

22 40. Plaintiff incorporates by reference all other paragraphs of this Complaint as
23 if they were re-alleged and set forth herein.

24 41. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants
25 and the violations alleged herein were committed against Plaintiff. At the time of each
26 violation, Defendants employed one or more employees. Plaintiff individually suffered the
27 violations alleged herein, and which are the basis of this action, and therefore has standing
28 to bring this claim on her behalf and on behalf of all other aggrieved employees falling
within the statutory PAGA period ("PAGA Cohort").

42. Plaintiff brings this cause of action on behalf of Plaintiff and the PAGA Cohort for civil penalties for each and every Labor Code violation alleged herein, for each and every Labor Code violation alleged in the PAGA Notice submitted to the Labor and Workforce Development Agency, and for those Labor Code violations arising from or the facts alleged herein and in the PAGA Notice (even if not specified by code section), including but not limited to Labor Code sections 201-204, 206, 215, 216, 218.5, 221, 223, 224, 226, 226.3, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

43. On or around the date of the filing of this Complaint, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendants. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 and, if the LWDA does not respond to Plaintiff's notice of the alleged violations within the statutory 65-day period, or any other period allowable by law, this PAGA Claim will have been perfected and proceed without further amendment or notice. In the event the LWDA responds to the PAGA notice, including but not limited to a notice of investigation, Plaintiff will comply with directives provided by the LWDA.

44. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees.

FIFTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of the Herself and the Class against All Defendants)

45. Plaintiff, on behalf of herself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

46. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

47. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class Members.

48. Defendants' unfair business practices entitles Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff's and each Class Members unpaid wages, as well as an award of costs, interest, and reasonable attorney's fees.
2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;
3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;
4. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from wages upon termination/resignation in accordance with the law;
5. For restitution for unfair competition pursuant to Business and Professions

Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;

6. For all statutory penalties as authorized by law;
7. For civil penalties under PAGA as permitted by law;
8. Pre-judgment interest on any damages or other amounts deemed payable;
9. For attorney's fees and costs of suit; and
10. For other or further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: February 2, 2026

HAULK & HERRERA LLP

By: 

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