

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Talal Al-Hindi, Esq. (SBN 365815)
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
E-Mail: mbradley@bradleygrombacher.com
E-Mail: kgrombacher@bradleygrombacher.com
E-Mail: talhindi@bradleygrombacher.com

Attorneys for Plaintiff KAREN THOMAS, on
behalf of herself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

KAREN THOMAS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

PASADENA HOSPITAL ASSOCIATION,
LTD., d/b/a HUNTINGTON HOSPITAL, a
California Non-Profit Corporation; SECURE
NURSING SERVICE, LLC, a Delaware Limited
Liability Company; KINGSWAY FINANCIAL
SERVICES, INC., a Delaware Corporation;
PEGASUS ACQUIRER, LLC, a Delaware
Limited Liability Company; 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, 1182, 1194, 1197, and 1198;
3. Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516 and 1198;
4. Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;
5. Failure to Provide Sick Pay at the Regular Rate in Violation of Labor Code § 246;
6. Failure to Provide Lactation Break Accommodations in Violation of Labor Code § 1030;
7. Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;
8. 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;
9. Violations of Business & Professions Code § 17200 et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff, KAREN THOMAS (hereinafter “Plaintiff”) hereby submits her Complaint against
2 Defendants PASADENA HOSPITAL ASSOCIATION, LTD., d/b/a HUNTINGTON HOSPITAL, a
3 California Non-Profit Corporation; SECURE NURSING SERVICE, LLC, a Delaware Limited Liability
4 Company; KINGSWAY FINANCIAL SERVICES, INC., a Delaware Corporation; PEGASUS
5 ACQUIRER, LLC, a Delaware Limited Liability Company; and DOES 1 to 10, inclusive, (hereinafter
6 referred to as “Defendants”) on behalf of herself and the class of all other similarly situated current and
7 former employees of Defendants as follows:

8 **NATURE OF THE CASE**

9 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
10 challenging Defendants’ systemic illegal employment practices resulting in violations of California *Labor*
11 *Code* §§ 201-203, 221, 223, 226(a), 226.7, 246, 510, 512, 516, 1030, 1174.5, 1182, 1194, 1197, 1198,
12 California *Business & Professions Code* § 17200, et seq. (“Unfair Competition Law”); and the applicable
13 Industrial Welfare Commission (“IWC”) Wage Orders.

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

- 20 a. Failure to Pay Employees for All Overtime;
- 21 b. Failure to Pay Employees for All Hours Worked;
- 22 c. Failure to Provide Employees with Compliant Meal Periods;
- 23 d. Failure to Provide Employees with Compliant Rest Periods;
- 24 e. Failure to Provide Sick Pay at the Regular Rate;
- 25 f. Failure to Provide Lactation Break Accommodations;
- 26 g. Failure to Pay All Wages Owed at Termination; and,
- 27 h. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
28 Statements and Failed to Maintain Accurate Records;

1 3. At all times relevant herein, on information and belief, Defendant, PASADENA
2 HOSPITAL ASSOCIATION, LTD., d/b/a HUNTINGTON HOSPITAL, is a medical center that provides
3 medical care to those in Pasadena, California, and the surrounding communities.

4 4. At all times relevant herein, on information and belief, Defendant, SECURE NURSING
5 SERVICE, LLC, is a nursing agency company based in Los Angeles that sends it's employed 'traveling
6 nurses' to patients' locations throughout the area.

7 5. At all times relevant herein, on information and belief, Defendant, KINGSWAY
8 FINANCIAL SERVICES, INC., is a publicly traded holding company that trades through operations and
9 capital allocations. Kingsway owns or controls subsidiaries in several industries, including, but not limited
10 to, the extended warranty, asset management, and healthcare industries.

11 6. At all times relevant herein, on information and belief, Defendant, PEGASUS
12 ACQUIRER, LLC, is a financial services subsidiary company owned by Defendant KINGWAY
13 FINANCIAL SERVICES, INC. Defendant PEGASUS ACQUIRER, LLC owns and operates Defendant
14 SECURE NURSING SERVICE, LLC.

15 7. Defendants have maintained practices which have failed and continue to fail to pay Plaintiff
16 and other non-exempt employees all wages. Specifically, Defendants do not properly record, nor
17 compensate Plaintiff's and other non-exempt employees' the overtime they are owed based on the total
18 overtime hours they worked. Sick pay is not calculated, recorded, or paid at the proper rate upon the
19 termination of an employee by Defendants.

20 8. Furthermore, Defendants failed to provide employees with timely, complete, and
21 uninterrupted meal and rest breaks. Plaintiff's and the other non-exempt employees' meal and rest periods
22 are also skipped entirely. Defendants did and do not pay Plaintiff and the non-exempt employees for the
23 time they spent working through their meal and rest periods.

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

25 10. Plaintiff brings the claims herein as a class action on behalf of herself and other similarly
26 situated individuals who have worked for Defendants in California, at any time from four-years prior to
27 the filing of this complaint, through the resolution of this action. Plaintiff, on her own behalf and on behalf
28 of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 201-203, 221, 223,

226(a), 226.7, 246, 510, 512, 516, 1030, 1174.5, 1182, 1194, 1197, 1198, the applicable wage order and under *Business & Professions Code* §§ 17200-17208, for unfair competition due to Defendants' unlawful, unfair and fraudulent business acts and practices.

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

PARTIES

12. Plaintiff, Karen Thomas, is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the Relevant Time Period, Plaintiff worked for Defendants as a 'Traveling Nurse,' with her specific hospital assignment being at Defendant facility Huntington Hospital in Pasadena, California. Plaintiff had a 3-month contract with Defendants, which ended on February 22, 2025.

13. Plaintiff is informed and believes, and based thereon alleges, that Defendant, PASADENA HOSPITAL ASSOCIATION, LTD., d/b/a HUNTINGTON HOSPITAL, is a California Non-Profit Corporation. Defendant SECURE NURSING SERVICE, LLC, is a Delaware Limited Liability Company. Defendant KINGSWAY FINANCIAL SERVICES, INC. is a Delaware Corporation. And Defendant PEGASUS ACQUIRER, LLC, is a Delaware Limited Liability Company. 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.

14. At all times relevant herein, on information and belief, Defendant, PASADENA HOSPITAL ASSOCIATION, LTD., d/b/a HUNTINGTON HOSPITAL, is a medical center that provides medical care to those in Pasadena, California, and the surrounding communities.

15. At all times relevant herein, on information and belief, Defendant, SECURE NURSING SERVICE, LLC, is a nursing agency company based in Los Angeles that sends its employed 'traveling nurses' to patients' locations throughout the area.

16. At all times relevant herein, on information and belief, Defendant, KINGSWAY FINANCIAL SERVICES, INC., operated as a publicly traded holding company that trades through

1 operations and capital allocations. Defendant KINGSWAY owns or controls subsidiaries in several
2 industries, including, but not limited to, the extended warranty, asset management, and healthcare
3 industries.

4 17. At all times relevant herein, on information and belief, Defendant, PEGASUS
5 ACQUIRER, LLC, is a financial services subsidiary company owned by Defendant KINGSWAY
6 FINANCIAL SERVICES, INC. Defendant PEGASUS ACQUIRER, LLC owns and operates Defendant
7 SECURE NURSING SERVICE, LLC.

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

11 19. Plaintiff does not know the true names or capacities, whether individual, partner or
12 corporate, of the Defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendants
13 are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
14 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
15 said fictitious Defendants were responsible in some way for the matters alleged herein and proximately
16 caused Plaintiff and members of the general public and class to be subject to the illegal employment
17 practices, wrongs and injuries complained of herein.

18 20. At all relevant times, each of the named Defendants was an employer and/or joint employer
19 of Plaintiff and other Class Members within the meaning of California *Labor Code* §§ 2699, *et seq.*,
20 2810.3, and applicable IWC Wage Orders. Each Defendant directly and/or indirectly exercised control
21 over wages, hours, and working conditions, suffered or permitted Plaintiff and other Class Members to
22 work, and/or engaged Plaintiff and other Class Members, either directly or through an intermediary, such
23 that each Defendant is jointly and severally liable for the *Labor Code* violations described herein.

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

22. 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.

23. 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 herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, 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.

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

JURISDICTION AND VENUE

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

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

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

28. Venue is proper in Los Angeles County because the acts which give rise to this litigation occurred in this county and because Defendants have employed Class Members in this county and transact business in this county.

FACTUAL ALLEGATIONS

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

Defendants' Failure to Pay Overtime Wages

30. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the above off-the-clock work qualified for overtime premium pay.

31. Defendants did not compensate their hourly non-exempt employees for all overtime and/or double time premium pay that accrued, despite systematically recording employees' time.

Defendants' Failure to Pay all Wages and Minimum Wages

32. During the Relevant Time Period, Defendants had, and continue to have, a company-wide policy requiring work during Plaintiff's and Class Members' meal and rest periods. For example, Plaintiff's paystubs indicate that her worked hours were being rounded to the quarter hour.

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

Defendants' Failure to Provide Compliant Meal Periods

34. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of policy and/or practice, Defendants routinely failed to provide Plaintiff and the members of the plaintiff class, with meal periods during which they were relieved of all duties, by requiring them to remain on duty. Specifically, Plaintiff regularly worked shifts of twelve (12) or more hours, but she was only given one meal break in those shifts.

35. Throughout the Class Period, Defendants regularly:

- a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period of not less than thirty (30) minutes during which they are relieved of all duty before working

more than five (5) hours;

- b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day;
- c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and,
- d. Failed to accurately record all meal periods.

Defendants' Failure to Provide Compliant Rest Periods

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to effectively communicate California rest period requirements to Plaintiff and the members of the plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant Time Period Defendants failed to provide paid rest periods.

37. Throughout the Class Period, Plaintiff and the members of the plaintiff class were routinely denied the rest breaks they were entitled to under California law.

38. Specifically, throughout the Class Period, Defendants regularly:

- a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the members of the plaintiff class were relieved of all duty for each four (4) hours of work and able to take rest periods within the middle of the shift; and
- b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

39. Plaintiff alleges that she regularly had to skip any chances at taking her rest breaks during her shifts.

Defendants' Failure to Pay All Sick Wages

40. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days. (*Lab. Code* § 246(1)).

41. Defendants failed to pay Plaintiff and aggrieved employees sick pay at the correct rate. Plaintiff received compensation in addition to hourly wages, but those additional amounts were not included when calculating sick pay wages. Additionally, in viewing Plaintiff's past paystubs, it shows that

1 she was accruing sick pay on only some of them, and some of them did not accrue any sick pay – without
2 explanation.

3 ***Defendants’ Failure to Provide Lactation Break Accommodations***

4 42. California *Labor Code* § 1030 provides that employers, “are required to provide a
5 reasonable amount of break time to accommodate an employee desiring to express breast milk for the
6 employee’s infant child each time the employee has need to express milk.”

7 43. Plaintiff gave birth to her infant child in March 2024, and she was not able to comfortably
8 express milk for her child while working for Defendants. Plaintiff could not conveniently access a lactation
9 area while traveling to patients’ locations.

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

11 44. At all times relevant hereto, California *Labor Code* § 201 required an employer that
12 discharges an employee to pay compensation due and owing to said employee immediately upon
13 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
14 compensation due and owing to said employee within seventy-two (72) hours of an employee’s
15 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation
16 promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for
17 waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

18 45. Defendants willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon
19 termination of employment all accrued compensation, as described above, including, but not limited to,
20 compensation required for time spent “off the clock,” and time illegally rounded to Defendants’ benefit.

21 ***Defendants’ Failure to Provide Compliant Wage Statements***

22 46. During the Relevant Time Period, Defendants have knowingly and intentionally provided
23 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For
24 example, Defendants provided uniform wage statements to Plaintiff and members of the Classes that fail
25 to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates
26 in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period
27 premiums, and the corresponding number of hours worked.

28 47. Because Defendants failed to provide the correct net and gross wages earned, applicable

1 rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes
2 have been prevented from verifying, solely from information on the wage statements themselves, that they
3 were paid correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources
4 outside of the wage statements themselves and reconstruct time records to determine whether in fact they
5 were paid correctly and the extent of underpayment, thereby causing them injury.

6 ***Facts Regarding Willfulness***

7 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and were
8 advised by skilled lawyers, other professionals, employees with human resources background and advisors
9 with knowledge of the requirements of California wage and hour laws and that at all relevant times,
10 Defendants knew or should have known, that the Plaintiff Class Members, including Plaintiff, were
11 entitled to receive one hour of pay at the employee's regular rate of compensation for each day that a meal
12 and rest period was not provided and were and are entitled to receive pay for all hours worked, accurate
13 itemized wage statements, and pay in a timely manner.

14 ***Unfair Business Practices***

15 49. Defendants have further engaged in, and continue to engage in, unfair business practices
16 in California by practicing, employing and utilizing the unlawful employment practices and policies
17 outlined above.

18 50. Defendants' utilization of such unfair business practices constitutes unfair competition and
19 provides an unfair advantage over Defendants' competitors.

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

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

28 ///

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

2 53. Plaintiff is currently complying with the procedures for bringing suit specified in *Labor*
3 *Code* § 2699.3.

4 54. By letter dated February 12, 2026, required notice was provided to the Labor and
5 Workforce Development Agency ("LWDA") and Defendants, of the specific provisions of the California
6 *Labor Code* alleged to have been violated, including the facts and theories to support the alleged
7 violations.

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

11 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

60. 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 had a standard policy of not providing compliant meal and rest breaks and/or premiums to Plaintiff and members of the Plaintiff Class;
- e. Whether Defendants failed to pay Plaintiff and Class Members all sick pay wages accrued during employment at a regular rate;
- f. Whether Defendants provided its employees, who have recently given birth to an infant child, with proper lactation break time accommodations;
- g. Whether Defendants failed to pay final wages to Plaintiff and members of the Terminated Sub-Class upon separation of employment;
- h. 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;
- i. 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;
- j. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

61. 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 meal and rest periods and all 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

1 proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby
2 representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class
3 sustained the same or similar injuries and damages arising from Defendants' common policies, practices,
4 procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff.
5 Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other
6 members of the proposed class.

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

13 63. Superiority of Class Action: A class action is superior to other available methods for the
14 fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
15 Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed
16 on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits.
17 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the
18 prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with equally
19 meritorious claims. By contrast, the class action device presents far fewer management difficulties, and
20 provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a
21 single court.

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

- 24 a. The prosecution of separate actions by hundreds of individual class members would create
25 a risk of varying adjudications with respect to individual class members, thus establishing
26 incompatible standards of conduct for Defendants, and,
- 27 b. The prosecution of separate actions by individual class members would also create the risk
28 of adjudications with respect to them that, as a practical matter, would be dispositive of the

1 interest of the other class members who are not a party to such adjudications and would
2 substantially impair or impede the ability of such non-party class members to protect their
3 interests.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Pay All Overtime Wages**

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

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

8 65. Plaintiff incorporates herein by reference the allegations set forth above.

9 66. At all times relevant herein, which comprise of the time period not less than four (4) years
10 preceding the filing of this action, Defendants were required to compensate their hourly employees for all
11 overtime hours worked.

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

20 68. Defendants willfully failed to pay all overtime wages owed to Plaintiff and members of the
21 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
22 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
23 hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not
24 recorded as alleged above.

25 69. Defendants knew or should have known that as a result of company-wide practices and/or
26 policies, that prevents Plaintiff and members of the Class from earning overtime, Plaintiff and members
27 of the Class were performing assigned duties off-the-clock and were suffered or permitted to perform
28 work for which they were not paid. Because Plaintiff and members of the Class worked shifts of eight (8)

1 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
2 overtime premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for
3 all of the overtime hours they actually worked.

4 70. Defendants' failure to pay Plaintiff and members of the Class the balance of overtime
5 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
6 Plaintiff and members of the Class are entitled to recover civil penalties, attorney's fees, costs, and interest
7 thereon.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Pay All Wages and Minimum Wages**

10 **Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198, and Applicable IWC Wage Orders**

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

12 71. Plaintiff incorporates herein by reference the allegations set forth above.

13 72. At all times relevant herein, which comprise the time period not less than four (4) years
14 preceding the filing of this action, Defendants were required to compensate their hourly employees for all
15 hours worked.

16 73. For at least the four (4) years preceding the filing of this action, Defendants failed to
17 compensate employees for all hours worked. Defendants implemented policies that actively prevented
18 employees from being compensated for all time worked by subjecting Plaintiff and members of the Class
19 to work off-the-clock as mentioned above as a result of late or missed meal and rest breaks. Additionally,
20 as stated above, Plaintiff's paystubs indicate that her worked hours were being rounded to the quarter
21 hour.

22 74. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are
23 entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the
24 filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with *Labor*
25 *Code* § 218.5, and penalties pursuant to *Labor Code* §§ 203 and 206.

26 75. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the time
27 during which an employee is subject to the control of an employer and includes all the time the employee
28 is suffered or permitted to work, whether or not required to do so."

1 76. Defendants suffered or permitted Plaintiff and members of the Class to work portions of
2 the day for which Defendants failed to compensate them. This includes time spent under Defendants’
3 control prior to clocking in and during meal periods as described above.

4 77. *Labor Code* § 1194(a) provides in relevant part: “Notwithstanding any agreement to work
5 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
6 civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon,
7 reasonable attorney’s fees, and costs of suit.”

8 78. *Labor Code* § 1194.2(a) provides in relevant part: “In any action under § 1193.6 or § 1194
9 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
10 commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages
11 unlawfully unpaid and interest thereon.”

12 79. *Labor Code* § 1197 provides: “The minimum wage for employees fixed by the commission
13 is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed
14 is unlawful.”

15 80. Plaintiff is informed and believes, and therefore alleges, that Defendants’ compensation
16 schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their
17 job duties.

18 81. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class
19 for each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the
20 applicable IWC wage order section 4; and *Business & Professions Code*.

21 82. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each
22 and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and
23 *Business & Professions Code*.

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

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Breaks**

3 **Labor Codes §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

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

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

7 85. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members
8 regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than
9 thirty (30) minutes without duty.

10 86. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants
11 routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty,
12 notwithstanding the fact that Plaintiff and the members of the Class had not waived their right to the same.
13 Thus, Defendants failed to provide Plaintiff and the members of the Class with compliant meal periods
14 required by *Labor Code* §§ 226.7, 512, 516 and the applicable IWC wage order section 10, and
15 categorically failed to pay any and all meal period wages due.

16 87. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
17 applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the regular rate
18 for each work day that the meal period is/was not provided to Plaintiff and any member of the Class, the
19 cumulative sum of which is to be determined at trial.

20 88. Under the foregoing, California employers must provide meal periods and authorize and
21 permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.*
22 (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods
23 must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including
24 the duty to remain “on call,” and they must be “free from employer control” over how they “spend their
25 time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own
26 purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

27 89. When employees must either “remain at the ready and capable of being summoned to
28 action,” “respond when the employer seeks contact with [them],” “perform other work if the employer so

requests,” and/or remain “on call” during their meal and rest periods, the employees have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus*, *supra*, 2 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid*.

90. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest break cases affirming California’s broad, protective standard for employees.¹

91. Moreover, as the mere existence of a facially lawful meal and rest break policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit breaks. See *Brinker*, *supra*, 53 Cal.4th at 1040.

92. Yet, Defendants did and do not provide Plaintiff and members of the Class with meal periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the tenth hour of work. Specifically, Plaintiff regularly worked shifts of twelve (12) or more hours, but she was only given one meal break in those shifts.

93. Plaintiff alleges that meal breaks were frequently late as described above. As a result, Plaintiff and members of the Class were forced to work in excess of five (5) hours before taking a meal period.

94. Thus, Defendants have failed to perform their obligations to provide Plaintiff and the members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work. Defendants have also failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

95. Employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee’s “regular rate of pay” instead of their base hourly rate. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

96. Defendants knew or should have known that as a result of their policies and/or practices, that Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted

¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v. Wackenhut Corp.* (2016) 5 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd & Assocs., Inc.* (2013) 216 Cal.App.4th 220; *Berlanga v. Equilon Enterprises LLC* (N.D.Cal., Aug. 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a policy requiring employees to “remain in contact with supervisors and other employees working in their units throughout their shifts... would appear to be unlawful under [*Augustus*.]”)

meal periods. Defendants further knew or should have known that they did not pay Plaintiff and members of the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted. Furthermore, Defendants have engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and members of the Class have not received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendants failed to provide all meal periods in violation of *Labor Code* §§ 226.7, 512(a), 516, and 1198.

97. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and interest thereon.

FOURTH CAUSE OF ACTION

Failure to Provide Compliant Rest Breaks

Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders

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

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

99. *Labor Code* §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. *Labor Code* § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

100. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each and every four (4) hours or major fraction thereof worked during the workday.

101. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants

1 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods
2 without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not waived
3 their right to the same. Plaintiff alleges that she regularly had to skip any chances at taking her rest breaks
4 during her shifts.

5 102. Thus, Defendants failed to provide Plaintiff and Class Members with rest periods required
6 by *Labor Code* §§ 226.7, 512, and 516, IWC wage order section 11 and categorically failed to pay any
7 and all rest period wages due.

8 103. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
9 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular rate
10 for each work day that the rest period is/was not provided or provided late to Plaintiff and any member of
11 the Class, the cumulative sum of which is to be determined at trial.

12 104. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
13 Defendants' failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit
14 pursuant to *Labor Code* § 226.7(b) and the applicable wage order.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Provide Sick Pay at the Regular Rate**

17 **Labor Code § 246 and Applicable IWC Wage Orders**

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

19 105. Plaintiff re-alleges and incorporates all preceding paragraphs a though fully set forth
20 herein.

21 106. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in
22 which the paid leave was taken, or at a rate determined by dividing total wages, excluding overtime
23 premium pay, by the employee's total hours in pay periods of the prior 90 days of employment. (*Labor*
24 *Code* § 246(l)(1-2).)

25 107. Defendants failed to pay Plaintiff and members of the Class sick pay at the correct rate.
26 Plaintiff received compensation in addition to hourly wages, including but not limited to incentive pay,
27 but those additional amounts were not included when calculating sick pay wages. By failing to pay
28 Plaintiff and Class Members for sick pay at the regular rate of pay, Defendants willfully violated *Labor*

1 *Code* § 246.

2 108. Additionally, in viewing Plaintiff’s past paystubs, it shows that she was accruing sick pay
3 on only some of them, and some of them did not accrue any sick pay – without explanation.

4 109. Defendants’ unlawful acts deprived Plaintiff and the Class of all wages. Plaintiff and
5 members of the Classes seek damages for sick pay in amounts to be determined at trial, and are entitled
6 to recover these amounts with interest, attorneys' fees, and costs.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Provide Lactation Break Accommodations**

9 **Labor Code § 1030 and Applicable IWC Wage Orders**

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

11 110. Plaintiff re-alleges and incorporates all preceding paragraphs a though fully set forth
12 herein.

13 111. California *Labor Code* § 1030 states, “every employer, including the state and any political
14 subdivision, shall provide a reasonable amount of break time to accommodate an employee desiring to
15 express breast milk for the employee’s infant child each time the employee has need to express milk.”

16 112. Furthermore, *Labor Code* § 1033 if an employer fails to provide an employee with a
17 lactation break of reasonable time, the Labor Commissioner may issue a citation or impose a civil penalty
18 in the amount of one hundred dollars (\$100) for each day that an employee is denied reasonable break
19 time or adequate space to express milk.

20 113. Defendants violated *Labor Code* § 1030 because Plaintiff was not able to reasonably take
21 a reasonably timed lactation break period in order to express milk. As illustrated above, Plaintiff gave
22 birth to her infant child in March 2024, and she was not able to comfortably express milk for her child
23 while working for Defendants. Plaintiff could not conveniently access a lactation area while traveling to
24 patients’ locations.

25 114. Plaintiff and Members of the Classes are therefore entitled to recover civil penalties,
26 attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring Defendants into compliance
27 with California’s lactation break accommodation requirements, pursuant to *Labor Code* § 1030.

28 ///

1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

9 117. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of
10 the Terminated Sub-Class their final wages pursuant to *Labor Code* §§ 201-203, and accordingly owe
11 waiting time penalties pursuant to *Labor Code* § 203.

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

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

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

23 **EIGHTH CAUSE OF ACTION**

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

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

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

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

1 122. California *Labor Code* § 226(a) and the applicable IWC wage order section 6(B) requires
2 employers to furnish each employee with a statement itemizing, among other things, the total hours
3 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

4 123. California *Labor Code* § 226(e) provides that if an employer fails to comply with providing
5 an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled
6 to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs
7 and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor*
8 *Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
9 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
10 in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails
11 to keep the required records pursuant to § 226(a).

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

15 125. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and
16 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
17 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates
18 in effect during each respective pay period and the corresponding number of hours worked at each hourly
19 rate by each respective individual.

20 126. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain
21 accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the members
22 of the Classes as required under *Labor Code* § 1174.5. This is a result of, inter alia, missing hours worked,
23 unpaid overtime, and missed meal and rest-break premiums, as illustrated above.

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

28 128. California *Labor Code* § 1198 provides that the maximum hours of work and the standard

conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC wage order. Furthermore, *Labor Code* § 1198 provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

129. During the Relevant Time Period, Defendants failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff Class, in violation of *Labor Code* § 1198.

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

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

NINTH CAUSE OF ACTION

Business & Professions Code § 17200 et seq.

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

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

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

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

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

- a. violations of *Labor Code* §§ 510, 1198;
- b. violations of *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198;
- c. violations of *Labor Code* §§ 226.7, 512, 516 and 1198;

- d. violations of *Labor Code* §§ 226.7, 516 and 1198;
- e. violations of *Labor Code* § 246;
- f. violations of *Labor Code* § 1030;
- g. violations of *Labor Code* §§ 201-203; and,
- h. violations of *Labor Code* §§ 226(a) and 1174.

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

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

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

139. 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.

140. 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.

141. 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, 226.7;
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, 1182, 1194, 1197, and 1198 for failing to pay all wages;
 - c. California *Labor Code* §§ 226.7, 512, 516, and 1198 for failing to provide compliant meal and rest breaks;
 - d. California *Labor Code* § 246 for failing to pay sick pay at regular rate;
 - e. California *Labor Code* § 1030 for failing to provide lactation break time accommodations;
 - f. California *Labor Code* §§ 201-203 for failing to pay all wages owed at termination;
 - g. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized wage statements and failing to maintain accurate records; and,
 - h. *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.

1
2 DATED: February 12, 2026

BRADLEY/GROMBACHER, LLP

3
4 By: Marcus J. Bradley
5 Marcus J. Bradley, Esq.
6 Kiley L. Grombacher, Esq.
7 Talal Al-Hindi, Esq.
8 Attorneys for Plaintiff and others similarly
9 situated
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: February 12, 2026

By: Marcus J. Bradley
 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Talal Al-Hindi, Esq.
 Attorneys for Plaintiff and others similarly
 situated