

1 Minh Tam Do, Esq. SBN 349573
2 **FIRST CHOICE LAW FIRM**
3 12913 Harbor Blvd. Ste. Q – 3, #251
4 Garden Grove, CA 92840
5 TEL: (714) 467-7014
6 Email: md@fclawfirm.net

7 Attorney for Plaintiff, Duc Bao Diep

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 Duc Bao Diep, an individual, and on behalf
11 of all other aggrieved employees,

12 Plaintiff,

13 v.

14 UNICARE ADULT DAY HEALTH CARE,
15 INC., a California corporation; and
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No. 26PSCV00552

Honorable Allison L. Westfahl Kong
Department: H

FIRST AMENDED COMPLAINT FOR:

- 1) Failure to Pay Lawful Wages, Including Overtime Wages
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof
- 4) Failure to Reimburse Business Expenses
- 5) Failure to Timely Pay Wages During Employment
- 6) Failure to Timely Pay Wages at Termination of Employment
- 7) Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements
- 8) Violations of the Unfair Competition Law
- 9) Civil Penalties Under the Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.)

JURY TRIAL DEMANDED

Initial Complaint Filed on: February 17, 2026
Trial Date: None Set

1 Plaintiff Duc Bao Diep (“Plaintiff”), an individual, and in a representative capacity on
2 behalf of all other aggrieved employees employed by Defendants in the State of California
3 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698 et seq.,
4 asserts claims against Defendant UNICARE ADULT DAY HEALTH CARE, INC., a California
5 corporation (“Defendant” or “Unicare”), and DOES 1 through 50, inclusive (collectively,
6 “Defendants”).

7 Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 were, at
8 all relevant times, employers, managers, supervisors, officers, directors, and/or managing agents
9 of Unicare who exercised control over Plaintiff’s and other aggrieved employees’ wages, hours,
10 timekeeping practices, and working conditions. Plaintiff further alleges that DOES 1 through 50
11 personally participated in, directed, implemented, and/or ratified the unlawful wage-and-hour
12 policies and practices set forth herein—including, but not limited to, the failure to pay all hours
13 worked, failure to pay overtime compensation, failure to provide lawful meal and rest periods or
14 premium compensation in lieu thereof, failure to reimburse necessary business expenses, failure
15 to provide accurate itemized wage statements, and failure to timely pay all wages due—and are
16 therefore individually liable as “other persons acting on behalf of an employer” within the
17 meaning of California Labor Code § 558.1 and related provisions of the California Labor Code.

18 Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1
19 through 50 when such information becomes known.

20 I.

21 INTRODUCTION

22 1. During the relevant time period, Defendants engaged in a systematic pattern of
23 unlawful wage-and-hour practices in violation of the California Labor Code and applicable
24 Industrial Welfare Commission (“IWC”) Wage Orders. These violations included, among other
25 things, failing to pay all hours worked, failing to pay overtime compensation, failing to provide
26 lawful meal and rest periods or premium compensation in lieu thereof, failing to reimburse
27 necessary business expenses, failing to timely pay wages, and failing to provide accurate itemized
28 wage statements. These unlawful policies and practices were applied not only to Plaintiff, but also

1 to other non-exempt employees employed by Defendants in the State of California.

2 2. Plaintiff is informed and believes, and thereon alleges, that Defendants increased
3 their profits by implementing uniform timekeeping and compensation practices that deprived
4 Plaintiff and other aggrieved employees of lawfully earned wages and statutory protections,
5 including but not limited to:

- 6 a. Failing to pay all wages owed, including overtime wages for hours worked in
7 excess of forty (40) per week;
- 8 b. Failing to compensate Plaintiff and other aggrieved employees for off-the-
9 clock work performed under Defendants' control, including work performed
10 before recorded start times and during purported meal periods;
- 11 c. Failing to provide timely, uninterrupted, and duty-free meal periods or
12 premium compensation in lieu thereof;
- 13 d. Failing to authorize and permit compliant rest periods or pay premium
14 compensation in lieu thereof;
- 15 e. Failing to reimburse necessary business expenses, including required use of
16 personal cellular phones for work-related communications;
- 17 f. Failing to timely pay all wages earned during employment and at the time of
18 separation;
- 19 g. Knowingly and intentionally failing to provide accurate itemized wage
20 statements reflecting all hours worked and wages earned.

21 3. Plaintiff brings this action individually and in a representative capacity pursuant to
22 Labor Code §§ 201–204, 210, 226, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1198, 2802,
23 and 2698 et seq., applicable IWC Wage Orders, and Business and Professions Code § 17200 et
24 seq. Plaintiff seeks unpaid wages, overtime compensation, meal- and rest-period premiums,
25 statutory penalties, waiting-time penalties, wage-statement penalties, reimbursement of business
26 expenses, civil penalties under PAGA, restitution, interest, reasonable attorneys' fees, and costs
27 of suit.

28 4. On February 11, 2026, Plaintiff submitted written notice of the Labor Code

1 violations alleged herein to the California Labor and Workforce Development Agency
2 (“LWDA”) through the Agency’s online portal pursuant to Labor Code § 2699.3(a). On February
3 13, 2026, Plaintiff provided written notice to Defendant by certified mail of the same alleged
4 violations. More than sixty-five (65) days have elapsed since Plaintiff’s submission of the notice
5 to the LWDA, and the LWDA did not provide notice of any intent to investigate within that
6 statutory period. Plaintiff has therefore satisfied all administrative prerequisites and is authorized
7 to pursue civil penalties under PAGA.

8 II.

9 VENUE AND JURISDICTION

10 5. This Court has jurisdiction over this action pursuant to Article VI, Section 10 of
11 the California Constitution, which grants the California Superior Court original jurisdiction in all
12 civil causes except those given by statute to other courts. No statute confers exclusive jurisdiction
13 over the claims asserted herein. This Court also has jurisdiction over Plaintiff’s representative
14 claims for civil penalties brought pursuant to PAGA, Labor Code §§ 2698 et seq.

15 6. This Court has personal jurisdiction over Defendants because Defendant
16 UNICARE ADULT DAY HEALTH CARE, INC. is a California corporation that conducted
17 business in the State of California and within Los Angeles County during the relevant time
18 period. Plaintiff is informed and believes that Defendants, including DOES 1 through 50,
19 employed Plaintiff and other aggrieved employees in Los Angeles County and exercised control
20 over their wages, hours, timekeeping practices, and working conditions within this state.

21 7. Venue is proper in this Court pursuant to Code of Civil Procedure § 395 because
22 the acts and omissions giving rise to Plaintiff’s individual and representative claims occurred in
23 Los Angeles County. Plaintiff was assigned to work in Los Angeles County, including at and
24 through Defendant’s El Monte operations, where Defendants implemented and enforced the
25 unlawful wage-and-hour policies and practices described herein.

26 8. Venue is further proper because Plaintiff’s injuries—including unpaid wages,
27 unpaid overtime compensation, missed meal and rest period premiums, unreimbursed business
28 expenses, inaccurate wage statements, unpaid wages at separation, and the Labor Code violations

1 giving rise to civil penalties under PAGA—were suffered in Los Angeles County.

2 9. This Court also has subject-matter jurisdiction because this action arises solely
3 under California law, including the California Labor Code, the Private Attorneys General Act of
4 2004 (Labor Code §§ 2698 et seq.), applicable IWC Wage Orders, and Business and Professions
5 Code § 17200 et seq. No federal question is presented.

6 **III.**

7 **PARTIES**

8 10. Plaintiff DUC BAO DIEP (“Plaintiff”) is, and at all relevant times mentioned
9 herein was, a resident of the State of California. Plaintiff was employed by Defendants in Los
10 Angeles County as a non-exempt, hourly employee. During his employment, Plaintiff worked as
11 a driver transporting elderly participants to and from Defendant’s adult day health care facilities
12 and related activities. Plaintiff was paid on an hourly basis and was entitled to overtime
13 compensation and all protections afforded to non-exempt employees under California law.
14 Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2699(c) because he was
15 employed by Defendants and personally suffered each of the Labor Code violations alleged
16 herein.

17 11. Defendant UNICARE ADULT DAY HEALTH CARE, INC. (“Defendant” or
18 “Unicare”) is, and at all relevant times mentioned herein was, a California corporation conducting
19 business in Los Angeles County, including in and around El Monte. At all relevant times,
20 Defendant employed Plaintiff and other aggrieved employees, controlled their wages, hours,
21 timekeeping practices, scheduling, and working conditions, and implemented and enforced the
22 wage-and-hour policies and practices described herein.

23 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50
24 were individuals and/or business entities whose identities are presently unknown to Plaintiff, and
25 who were owners, officers, directors, managers, supervisors, and/or managing agents of Unicare.
26 Plaintiff further alleges that DOES 1 through 50 exercised control over Plaintiff’s and other
27 aggrieved employees’ wages, hours, compensation practices, scheduling, and timekeeping;
28 directed or ratified the unlawful wage-and-hour conduct alleged herein; maintained or enforced

1 the timekeeping and payroll practices that resulted in unpaid wages; denied compliant meal and
2 rest periods; and failed to reimburse necessary business expenses.

3 13. Plaintiff is informed and believes that DOES 1 through 50 are liable as “other
4 persons acting on behalf of an employer” within the meaning of California Labor Code § 558.1
5 because they personally engaged in, directed, implemented, or ratified the wage-and-hour
6 violations alleged herein. To the extent civil penalties are sought under the Private Attorneys
7 General Act of 2004 (“PAGA”), Labor Code §§ 2698 et seq., such individuals are also liable as
8 persons acting on behalf of the employer who caused the Labor Code violations alleged herein.
9 Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1 through 50
10 when such information becomes known.

11 IV.

12 **FACTUAL ALLEGATIONS**

13 14. Plaintiff was employed by Defendant UNICARE ADULT DAY HEALTH CARE,
14 INC. from approximately 2014 through November 2025 as a non-exempt, hourly employee.
15 Plaintiff worked as a driver transporting elderly participants to and from Defendant’s adult day
16 health care facilities and related activities in Los Angeles County, including in and around El
17 Monte. Plaintiff was paid on an hourly basis. Plaintiff is informed and believes that Defendant
18 employed other similarly situated non-exempt employees during the relevant time period.

19 15. During his employment, Plaintiff regularly worked more than forty (40) hours per
20 week. Plaintiff typically worked approximately forty-two (42) hours per week; however,
21 Defendant paid Plaintiff for forty-two (42) hours at his regular hourly rate and did not pay
22 overtime compensation at one-and-one-half times his regular rate of pay for hours worked in
23 excess of forty (40) per week, in violation of Labor Code § 510. Plaintiff is informed and believes
24 that Defendant maintained similar overtime practices with respect to other non-exempt
25 employees.

26 16. Defendant maintained timekeeping and compensation practices that resulted in
27 Plaintiff not being paid for all hours worked. Plaintiff was assigned a company vehicle, which he
28 was permitted and required to keep at his residence. Plaintiff began his workday by leaving his

1 home and driving the company vehicle to pick up the first assigned participant. Plaintiff typically
2 departed his residence at approximately 7:30 a.m.; however, Defendant's time records reflected a
3 later start time, commonly 7:45 a.m., corresponding to the time Plaintiff arrived at the first pickup
4 location. Plaintiff was not compensated for the time spent driving the company vehicle from his
5 residence to the first assigned pickup, despite being under Defendant's control and performing
6 work-related duties, and because such travel was integral and indispensable to Plaintiff's principal
7 job duties as a driver transporting participants. Further, Plaintiff's daily assignments, pickup
8 routes, and participant lists were determined by Defendant. Plaintiff was required to contact
9 participants by phone prior to arrival and coordinate pickups using his personal cellular phone.
10 Plaintiff is informed and believes that Defendant maintained similar timekeeping practices
11 affecting other non-exempt employees.

12 17. During the relevant time period, Defendant utilized manual timekeeping practices.
13 Plaintiff's recorded start times, end times, and meal periods were documented in standardized
14 time records maintained by Defendant. Plaintiff is informed and believes that Defendant
15 maintained uniform or pre-determined meal period entries, including recording meal periods at
16 consistent times regardless of whether Plaintiff actually received a compliant, duty-free meal
17 period. Plaintiff is informed and believes that such practices were applied to other non-exempt
18 employees.

19 18. Plaintiff was routinely required to work in excess of five (5) hours without
20 receiving a timely, uninterrupted, and duty-free thirty (30)-minute meal period. Although
21 Defendant's time records reflected a thirty-minute meal period, Plaintiff was frequently required
22 to remain on duty, assist elderly participants, perform cleaning or support tasks, or remain
23 available at the facility during the purported meal period. Plaintiff was not relieved of all duty and
24 was not permitted to freely leave the premises. As a result, Plaintiff did not receive legally
25 compliant meal periods. Further, at no time did Plaintiff enter into a written on-duty meal period
26 agreement with Defendant as required by California law. Plaintiff is informed and believes that
27 Defendant failed to provide compliant meal periods to other non-exempt employees.

28 19. Plaintiff was also not authorized and permitted to take uninterrupted ten (10)-

1 minute rest periods for every four (4) hours or major fraction thereof worked. Plaintiff's duties
2 required continuous supervision and assistance of elderly participants, transportation
3 responsibilities, and related tasks that did not allow meaningful rest breaks. Defendant did not pay
4 premium wages for missed meal or rest periods as required by Labor Code § 226.7. Plaintiff is
5 informed and believes that Defendant failed to provide compliant rest periods to other non-
6 exempt employees.

7 20. Plaintiff was not paid one (1) hour of premium pay at his regular rate of
8 compensation for each workday in which Defendant failed to provide a compliant meal or rest
9 period. Plaintiff is informed and believes that Defendant failed to pay such premium wages to
10 other non-exempt employees.

11 21. During the relevant time period, Defendant failed to reimburse Plaintiff for
12 necessary business expenses in violation of Labor Code § 2802. Plaintiff was required to use his
13 personal cellular phone to communicate with participants and coordinate daily transportation.
14 These expenses were incurred in direct consequence of the discharge of his job duties and
15 primarily benefitted Defendant. Plaintiff is informed and believes that Defendant failed to
16 reimburse similar business expenses incurred by other non-exempt employees.

17 22. On information and belief, Defendant failed to timely pay all wages earned during
18 employment, including overtime wages and premium wages for non-compliant meal and rest
19 periods, in violation of Labor Code § 204. Plaintiff is informed and believes that Defendant failed
20 to timely pay wages to other non-exempt employees.

21 23. Upon separation of employment in or about November 2025, Defendant failed to
22 pay all wages due, including unpaid overtime compensation and premium wages, in violation of
23 Labor Code §§ 201–203.

24 24. Defendant failed to provide accurate, itemized wage statements in violation of
25 Labor Code § 226. Plaintiff's wage statements did not accurately reflect all hours worked,
26 overtime hours owed, or premium wages for missed meal and rest periods. Plaintiff is informed
27 and believes that Defendant provided similarly inaccurate wage statements to other non-exempt
28 employees.

V.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages, Including Overtime Wages

(Labor Code §§ 510, 1194, 1194.2, 1197, 1198; Applicable IWC Wage Orders)

(Against All Defendants)

25. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

26. As alleged herein, Defendants maintained policies and practices that resulted in Plaintiff working off-the-clock and otherwise performing uncompensated work, and in Defendants' failure to pay all earned wages, including overtime wages, in violation of the California Labor Code and applicable IWC Wage Orders.

27. During the relevant time period, Defendants required Plaintiff to work in excess of forty (40) hours per week without paying lawful overtime compensation at one-and-one-half times his regular rate of pay, in violation of Labor Code § 510.

28. As further alleged herein, Defendants failed to pay Plaintiff minimum wages for all hours worked, including hours worked while under Defendants' control but not properly recorded or compensated, in violation of Labor Code §§ 1194 and 1197.

29. By reason of the foregoing violations, Plaintiff is entitled to recover the unpaid balance of wages, reasonable attorneys' fees, litigation costs, interest, and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2.

WHEREFORE, Plaintiff seeks the relief requested below.

Second Cause of Action

Failure to Provide Lawful Meal Periods Or Compensation in Lieu Thereof

(Labor Code §§ 226.7, 512, IWC Wage Orders)

(Against All Defendants)

30. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

31. As alleged herein, Defendants failed to maintain and implement lawful meal period policies and practices and failed to provide Plaintiff with timely, uninterrupted, and duty-free meal periods of not less than thirty (30) minutes as required by Labor Code § 512 and applicable IWC Wage Orders.

32. As further alleged herein, Plaintiff was not relieved of all duty during purported meal periods and was required to remain on duty and available to perform work-related tasks. Defendants therefore failed to provide legally compliant meal periods.

33. Defendants also failed to pay one (1) hour of premium wages at Plaintiff's regular rate of compensation for each workday in which a compliant meal period was not provided, in violation of Labor Code § 226.7.

WHEREFORE, Plaintiff seeks the relief requested below.

Third Cause of Action

Failure to Provide Rest Periods Or Compensation in Lieu Thereof

(Labor Code §§ 226.7, IWC Wage Orders)

(Against All Defendants)

34. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

35. As alleged herein, Defendants failed to maintain and implement lawful rest period policies and practices and failed to authorize and permit Plaintiff to take uninterrupted ten (10)-minute rest periods for every four (4) hours or major fraction thereof worked.

36. As a result of Defendants' policies and practices, Plaintiff did not receive legally compliant rest periods.

37. Defendants failed to pay one (1) hour of premium wages at Plaintiff's regular rate of compensation for each workday in which a compliant rest period was not provided, in violation of Labor Code § 226.7.

WHEREFORE, Plaintiff seeks the relief requested below.

Fourth Cause of Action

Failure to Reimburse Business Expenses

(Labor Code § 2802)

(Against All Defendants)

38. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

39. As alleged herein, Defendants required Plaintiff to use his personal cellular phone in direct consequence of the discharge of his job duties, including contacting participants, coordinating pickups, and communicating regarding daily assignments.

40. Defendants did not reimburse Plaintiff for required work-related cellular phone expenses, in violation of Labor Code § 2802.

41. As a result of Defendants' policies and practices, Plaintiff is entitled to recover all unreimbursed business expenses, plus interest, attorneys' fees, and costs pursuant to Labor Code § 2802.

WHEREFORE, Plaintiff seeks the relief requested below.

Fifth Cause of Action

Failure to Timely Pay Wages During Employment

(Labor Code § 204)

(Against All Defendants)

42. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

43. As alleged herein, Defendants failed to pay Plaintiff all wages earned in each pay period, including overtime wages, wages for off-the-clock work, and premium wages for non-compliant meal and rest periods, in violation of Labor Code § 204.

44. Labor Code § 210 provides for civil penalties for violations of § 204. To the extent such civil penalties are recoverable, they are sought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 et seq.

45. As a result of Defendants' failure to timely pay wages during employment, Plaintiff has suffered injury and is entitled to all wages unlawfully withheld, interest, and statutory penalties as permitted by law.

1 WHEREFORE, Plaintiff seeks the relief requested below.

2 **Sixth Cause of Action**

3 Failure to Timely Pay Wages Due At Termination

4 (Labor Code §§ 201–203)

5 (Against All Defendants)

6 46. Plaintiff repeats and incorporates herein by reference each and every allegation set
7 forth above, as though fully set forth herein.

8 47. Labor Code §§ 201 and 202 require that all wages earned and unpaid at the time of
9 an employee's separation be paid immediately (if discharged) or within seventy-two (72) hours (if
10 resigned). Labor Code § 203 provides for waiting-time penalties where such wages are willfully
11 withheld.

12 48. As alleged herein, Defendants willfully failed to pay Plaintiff all wages due at
13 separation, including overtime wages, wages for off-the-clock work, and premium wages for non-
14 compliant meal and rest periods.

15 49. As a result, Plaintiff is entitled to waiting-time penalties pursuant to Labor
16 Code § 203.

17 WHEREFORE, Plaintiff seeks the relief requested below.

18 **Seventh Cause of Action**

19 Knowing and Intentional Failure to Comply With Itemized Wage Statement Provisions

20 (Labor Code § 226)

21 (Against All Defendants)

22 50. Plaintiff repeats and incorporates herein by reference all preceding paragraphs as
23 though fully set forth herein.

24 51. Labor Code § 226(a) requires employers to furnish employees with accurate,
25 itemized wage statements showing, among other things, gross wages earned, total hours worked,
26 net wages earned, and applicable hourly rates.

27 52. As alleged herein, Defendants knowingly and intentionally failed to provide
28 Plaintiff with accurate, itemized wage statements because such wage statements did not

1 accurately report all hours worked, overtime hours owed, or premium wages for non-compliant
2 meal and rest periods.

3 53. As a result of Defendants' violations of Labor Code § 226(a), Plaintiff suffered
4 injury because he was unable to promptly and easily determine whether he had been paid all
5 wages owed.

6 54. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover statutory damages,
7 costs, and reasonable attorneys' fees.

8 WHEREFORE, Plaintiff seeks the relief requested below.

9 **Eighth Cause of Action**

10 Violation of Unfair Competition Law

11 (Bus. & Prof. Code, §§ 17200–17208)

12 (Against All Defendants)

13 55. Plaintiff repeats and incorporates herein by reference all preceding paragraphs as
14 though fully set forth herein.

15 56. Business and Professions Code § 17200 defines “unfair competition” to include
16 any unlawful, unfair, or fraudulent business act or practice.

17 57. Defendants' violations of the California Labor Code and applicable IWC Wage
18 Orders—including, but not limited to, the failure to pay all wages earned, failure to pay overtime
19 compensation, failure to provide compliant meal and rest periods, failure to reimburse required
20 business expenses, failure to timely pay wages, and failure to provide accurate wage statements—
21 constitute unlawful and/or unfair business practices under Business and Professions Code §
22 17200 et seq.

23 58. As a result of Defendants' unlawful business practices, Plaintiff suffered economic
24 harm, including the nonpayment of wages and benefits to which he was lawfully entitled.

25 59. Plaintiff is therefore entitled to restitution of all unpaid wages unlawfully withheld
26 from him, together with interest, pursuant to Business and Professions Code §§ 17200–17208.

27 WHEREFORE, Plaintiff seeks the relief requested below.

28 **Ninth Cause of Action**

Civil Penalties Under the Private Attorneys General Act of 2004

(Labor Code §§ 2698 et seq.)

(Against All Defendants)

60. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above as though fully set forth herein.

61. Plaintiff brings this representative cause of action pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698 et seq., on behalf of himself and other aggrieved employees employed by Defendants in the State of California during the applicable statutory period.

62. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2699(c) because he was employed by Defendants and personally suffered each of the Labor Code violations alleged herein.

63. As alleged above, Defendants committed multiple violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, including but not limited to:

- a. Failure to pay all minimum and overtime wages owed (Labor Code §§ 510, 1194, 1197, 1198);
- b. Failure to provide lawful meal periods and pay premium wages in lieu thereof (Labor Code §§ 226.7, 512);
- c. Failure to provide lawful rest periods and pay premium wages in lieu thereof (Labor Code § 226.7);
- d. Failure to reimburse necessary business expenses, including cellular phone usage (Labor Code § 2802);
- e. Failure to timely pay wages during employment (Labor Code § 204);
- f. Failure to pay all wages due at separation of employment (Labor Code §§ 201–203); and
- g. Failure to provide accurate, itemized wage statements (Labor Code § 226).

64. The violations described above were the result of Defendants' uniform policies, practices, and decisions implemented and enforced by management and persons acting on behalf of the employer, and affected Plaintiff and other aggrieved employees.

65. Plaintiff has fully complied with the administrative exhaustion requirements of Labor Code § 2699.3, as detailed in Section I of this Complaint.

66. Pursuant to Labor Code §§ 2699(a) and 2699(f), Plaintiff seeks to recover all applicable civil penalties for each violation of the Labor Code alleged herein for each aggrieved employee, including penalties recoverable under Labor Code §§ 210 and 558, and any other applicable penalty provisions.

67. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

68. Any civil penalties recovered under this cause of action shall be distributed in accordance with Labor Code § 2699(i) including the allocation of civil penalties between the Labor and Workforce Development Agency and aggrieved employees as required by law.

WHEREFORE, Plaintiff seeks civil penalties under the Private Attorneys General Act of 2004, together with attorneys' fees, costs of suit, and such other relief as the Court deems just and proper.

VI.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For unpaid minimum wages, overtime wages, and all other wages due, including wages for off-the-clock work, in amounts according to proof, plus interest thereon, pursuant to Labor Code §§ 510, 1194, 1194.2, and 1197;
2. For meal period premiums and rest period premiums pursuant to Labor Code § 226.7 and applicable IWC Wage Orders;

3. For statutory penalties and damages available under the California Labor Code, including but not limited to penalties under Labor Code §§ 201–204, 210, 226(e), 558, and any other applicable provisions, to the extent recoverable;
4. For waiting-time penalties pursuant to Labor Code § 203;
5. For reimbursement of necessary business expenses pursuant to Labor Code § 2802, including unreimbursed personal cellular phone expenses;
6. For restitution of all wages unlawfully withheld pursuant to Business and Professions Code § 17203;
7. For civil penalties recoverable under the Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq., including penalties under Labor Code §§ 210, 558, and any other applicable provisions, to be distributed in accordance with Labor Code § 2699(i);
8. For reasonable attorneys’ fees, costs of suit, and prejudgment interest pursuant to Labor Code §§ 218.5, 226(e), 1194, 2699(g)(1), 2802, and Civil Code § 3287;
9. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

FIRST CHOICE LAW FIRM



Dated: April 27, 2026

Minh Tam Do, Esq.
Attorney for Plaintiff, Duc Bao Diep