

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

Joseph C. Ramli, SB# 339491

E-Mail: jramli@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff DAWN CHRISTMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DAWN CHRISTMAN, an individual; RENE
LANOUE, an individual; and on behalf of all
others similarly situated;

Plaintiffs,

vs.

HIGH QUALITY HOME HEALTH
AGENCY, INC., a California corporation;
HIGH QUALITY HOME HEALTH OC INC,
a California corporation; HIGH QUALITY
HOSPICE CARE, a California corporation;
TALNA HOSPICE CARE, a California
corporation; PACIFICO LAGLEVA, an
individual; ELIZABETH LAGLEVA, an
individual; ELVIRA LAGLEVA-CASTILLO,
an individual; and DOES 1 through 50,

Defendants.

Case No.: CVRI2305044

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE**
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);
- (8) **UNFAIR COMPETITION (BUS &**
PROF CODE §§ 17200, *et seq.*); and
- (9) **CIVIL PENALTIES UNDER THE**
CALIFORNIA PRIVATE

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff DAWN CHRISTMAN (“Plaintiff Christman”) and Plaintiff RENE LANOUE (“Plaintiff LaNoue”), on behalf of themselves and all others similarly situated, hereby brings this SECOND AMENDED Class and Representative Action Complaint (“Complaint”) against Defendants HIGH QUALITY HOME HEALTH AGENCY, INC., a California corporation; HIGH QUALITY HOME HEALTH OC INC, a California corporation; HIGH QUALITY HOSPICE CARE, a California corporation; TALNA HOSPICE CARE, a California corporation; PACIFICO LAGLEVA, an individual; ELIZABETH LAGLEVA, an individual; ELVIRA LAGLEVA-CASTILLO, an individual; and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order Wage Orders 5-2001 and 15-2001 (the “Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Riverside County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiffs were employed by Defendants within Riverside County.

PARTIES

3. Plaintiffs are, and at all times relevant herein were, individuals over the age of eighteen (18) and are California residents. Within the statute of limitations periods applicable to

1 each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
2 employees. Plaintiffs were, and are, victims of Defendants' policies, practices, and/or customs
3 complained of herein and has been deprived of the rights guaranteed by Business and Professions
4 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
5 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and the Wage Orders.

6 4. Plaintiffs are informed and believe, and based thereon allege, that during the
7 applicable statute of limitations for each cause of action pled herein and continuing to the present,
8 Defendants HIGH QUALITY HOME HEALTH AGENCY, INC.; HIGH QUALITY HOME
9 HEALTH OC INC; HIGH QUALITY HOSPICE CARE; and TALNA HOSPICE CARE
10 ("collectively, "Corporate Defendants") engage in and continue to engage in business, and
11 employed Plaintiffs and other, similarly-situated non-exempt employees within Riverside County,
12 and the State of California and, therefore, were (and are) doing business in Riverside County and
13 the State of California.

14 5. Plaintiffs are informed and believe, and based thereon allege, that during the
15 applicable statute of limitations for each cause of action pled herein and continuing to the present,
16 Defendant PACIFICO LAGLEVA is an individual residing in California, as well as the Chief
17 Executive Officer of the Corporate Defendants. Plaintiffs are further informed and believe, and
18 based thereon alleges, that Defendant PACIFICO LAGLEVA violated, or caused to be violated, the
19 above- and below-referenced Labor Code statutes in violation of Labor Code §§ 558 and 558.1.

20 6. Plaintiffs are informed and believe, and based thereon allege, that during the
21 applicable statute of limitations for each cause of action pled herein and continuing to the present,
22 Defendant ELIZABETH LAGLEVA is an individual residing in California, as well as the Chief
23 Operating Officer of the Corporate Defendants. Plaintiffs are further informed and believe, and
24 based thereon alleges, that Defendant ELIZABETH LAGLEVA violated, or caused to be violated,
25 the above- and below-referenced Labor Code statutes in violation of Labor Code §§ 558 and 558.1.

26 7. Plaintiffs are informed and believe, and based thereon allege, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendant ELVIRA LAGLEVA-CASTILLO is an individual residing in California, as well as the

1 Human Resources Manager of the Corporate Defendants. Plaintiffs are further informed and
2 believe, and based thereon alleges, that Defendant ELVIRA LAGLEVA-CASTILLO violated, or
3 caused to be violated, the above- and below-referenced Labor Code statutes in violation of Labor
4 Code §§ 558 and 558.1.

5 8. Plaintiffs do not know the true names or capacities, whether individual, partner, or
6 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
8 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
9 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
10 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
11 and proximately caused Plaintiffs, the Classes (as defined below), and Aggrieved Employees (as
12 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
13 complained of herein.

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

19 10. Plaintiffs are informed and believe, and based thereon allege, that at all times
20 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
21 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
22 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
23 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
24 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

25 11. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

28 12. At all times herein mentioned, the acts and omissions of various Defendants, and

1 each of them, concurred and contributed to the various acts and omissions of each and all of the
2 other Defendants in proximately causing the injuries and damages as herein alleged.

3 **FACTUAL ALLEGATIONS**

4 13. Defendants own and operate home health and hospice care facilities in the State of
5 California. During the relevant time period, Plaintiffs were employed by Defendants as non-exempt
6 employees.

7 14. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
8 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
9 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
10 regularly worked more than eight hours in a workday or 40 hours in a workweek. However,
11 Plaintiffs and other non-exempt employees were paid for only 40 hours of work regardless of the
12 number of hours they worked. Upon information and belief, Defendants required Plaintiffs and
13 other non-exempt employees to perform work before their scheduled shifts, after their scheduled
14 shifts, and/or during off-the-clock meal breaks, and failed to compensate employees for this time.
15 Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all
16 non-discretionary remuneration into the regular rate of pay. As a result, Plaintiffs and other non-
17 exempt employees were not compensated for all earned minimum and overtime wages.

18 15. Defendants failed to provide Plaintiffs and other non-exempt employees with all
19 legally compliant meal periods due to Defendants' meal period policies/practices, which have
20 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
21 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
22 employees were not able to take their legally compliant meal breaks due to work demands imposed
23 by Defendants and Plaintiff Christman was required to take her meal periods at her desk, which
24 were often interrupted by work demands. Plaintiff LaNoue was required to work through her meal
25 periods due to the scheduling of patient appointments and her meal periods were often interrupted
26 by work demands. Upon information and belief, Defendants do not keep accurate records of
27 Plaintiffs' and other non-exempt employees' hours worked, including accurate time records
28 showing when employees take their meal periods. On those occasions when Plaintiffs and other

1 non-exempt employees were not provided with all legally compliant meal periods to which they
2 were entitled, Defendants failed to compensate Plaintiffs and other non-exempt employees with the
3 required meal period premium(s) for each workday there was a meal period violation as mandated
4 by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the
5 payment of meal period premium payments as required by Labor Code § 226.7 in the event that a
6 legally compliant meal period was not provided to their non-exempt employees.

7 13. Plaintiffs and other non-exempt employees were not authorized and permitted to take
8 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
9 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
10 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
11 breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other
12 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
13 to which they were entitled, Defendants failed to compensate them with the required rest period
14 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
15 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
16 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
17 period was not authorized and permitted to their non-exempt employees.

18 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
19 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
20 sick leave pay rate.

21 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
22 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
23 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
24 statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure
25 to pay all minimum and overtime wages, sick leave wages, and meal and rest period premium
26 wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-exempt
27 employees upon their separation of employment from Defendants.

28 **CLASS ACTION ALLEGATIONS**

1 16. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
2 following Classes pursuant to § 382 of the California Code of Civil Procedure:

- 3 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
4 in the State of California who were subject to Defendants' timekeeping policies
5 and/or practices, during the four years immediately preceding the filing of this action
6 through the present.
- 7 b. Overtime Class: All current and former non-exempt employees of Defendants in the
8 State of California who worked more than eight hours per day and/or 40 hours per
9 week and were subject to Defendants' timekeeping policies and/or practices, during
10 the four years immediately preceding the filing of this action through the present.
- 11 c. Meal Period Class: All current and former non-exempt employees of Defendants in
12 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
13 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
14 immediately preceding the filing of this action through the present.
- 15 d. Rest Period Class: All current and former non-exempt employees of Defendants in
16 the State of California who worked at least one shift of 3.5 or more hours, during the
17 four years immediately preceding the filing of this action through the present.
- 18 e. Wage Statement Class: All current and former non-exempt employees of Defendants
19 in the State of California who received a wage statement, during the one year
20 immediately preceding the filing of this action through the present.
- 21 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
22 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
23 during the three years immediately preceding the filing of this action through the
24 present.
- 25 g. Expense Reimbursement Class: All current and former non-exempt employees of
26 Defendants in the State of California who were not reimbursed for all necessary
27 business expenses, during the four years immediately preceding the filing of this
28 action through the present.

1 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be impractical, if not impossible. The membership of the Classes is
3 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
5 of Defendants' employment records, including payroll records.

6 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are predominant common questions of law and fact as to Plaintiffs and members of
8 the Classes, which predominate over questions affecting only individual members including,
9 without limitation to:

- 10 a. Whether Defendants properly paid all overtime wages to members of the Overtime
11 Class;
- 12 b. Whether Defendants paid at least the minimum wage for all hours worked to
13 members of the Minimum Wage Class;
- 14 c. Whether Defendants provided all legally compliant meal periods or paid meal period
15 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
16 226.7 and 512;
- 17 d. Whether Defendants authorized and permitted all legally compliant rest periods or
18 paid all rest period premium wages due to members of the Rest Period Class
19 pursuant to Labor Code §§ 226.7 and 516;
- 20 e. Whether Defendants furnished legally compliant wage statements to members of the
21 Wage Statement Class pursuant to Labor Code § 226;
- 22 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
23 all necessary business expenses pursuant to Labor Code § 2802; and
- 24 g. Whether Defendants timely paid all final wages to members of the Waiting Time
25 Class at the time of their separation of employment pursuant to Labor Code §§ 201
26 and 202.

27 These common questions of law and fact set forth above are numerous and substantial and
28 stem from Defendants' policies and/or practices applicable to each individual class member. As

1 such, the common questions predominate over individual questions concerning each individual
2 class member's showing as to their eligibility for recovery or as to the amount of their damages.

3 19. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
4 Plaintiffs were employed by Defendants as non-exempt employees in California during the
5 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
6 herein, Plaintiffs, like the members of the Classes, was not paid all minimum and overtime wages
7 owed due to Defendants' timekeeping policies/practices, was not provided all required meal
8 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
9 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
10 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
11 necessary business expenses.

12 20. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
13 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
14 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the
15 Classes and Plaintiffs. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in
16 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf
17 of the members of the Classes.

18 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
19 public interest in establishing minimum working conditions and standards in California. These laws
20 and labor standards protect the average working employee from exploitation by employers who
21 have the responsibility to follow the laws and who may seek to take advantage of superior economic
22 and bargaining power in setting onerous terms and conditions of employment. The nature of this
23 action and the format of laws available to Plaintiffs and members of the Classes make the class
24 action format a particularly efficient and appropriate procedure to redress the violations alleged
25 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
26 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
27 resources of each individual plaintiff with their vastly superior financial and legal resources.

28 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy

1 would also discourage the assertion of lawful claims by employees who would be disinclined to file
2 an action against their former and/or current employer for real and justifiable fear of retaliation and
3 permanent damages to their careers at subsequent employment. The claims of the individual
4 members of the Class are not sufficiently large to warrant vigorous individual prosecution
5 considering all of the concomitant costs and expenses attending hereto.

6 23. Furthermore, the prosecution of separate actions by the individual class members,
7 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
8 with respect to the individual class members against Defendants herein; and which would establish
9 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
10 respect to individual class members which would, as a practical matter, be dispositive of the interest
11 of the other class members not parties to adjudications or which would substantially impair or
12 impede the ability of the class members to protect their interests. As such, the Classes identified
13 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(Against All Defendants)**

17 24. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
18 fully set forth herein.

19 25. Labor Code §§ 1182.12, 1197, and the Wage Orders, § 4 establish the right of
20 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
25 pay practices to the requirements of the law by failing to pay Plaintiffs and members of the
26 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
27 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
28 the Wage Orders.

1 26. Labor Code § 1198 makes unlawful the employment of an employee under
2 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
3 employer who has failed to pay its employees the legal minimum wage is liable to pay those
4 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
5 equal to the wages due and interest thereon.

6 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and
7 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
8 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
9 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
10 3289.

11 **SECOND CAUSE OF ACTION**
12 **OVERTIME WAGE VIOLATIONS**
13 **(Against All Defendants)**

14 28. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
15 fully set forth herein.

16 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
17 the Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages
18 and compensation for all overtime hours worked and provide a private right of action for the failure
19 to pay all overtime compensation for overtime work performed.

20 30. At all times relevant herein, Defendants were required to properly compensate non-
21 exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours
22 worked pursuant to Labor Code § 1194 and the Wage Orders. the Wage Orders, § 3 requires an
23 employer to pay an employee one and one-half (1½) times and two times the employee's regular
24 rate of pay for overtime and double time hours work. Defendants caused Plaintiffs and members of
25 the Overtime Class to work overtime hours but failed to compensate these employees with all
26 overtime hours actually worked.

27 31. As a consequence of Defendants' non-payment of overtime wages, Plaintiffs and
28 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including

1 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
2 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
3 3287 and 3289.

4 **THIRD CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(Against All Defendants)**

7 32. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
8 fully set forth herein.

9 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
10 in their affirmative obligation to provide all of their non-exempt employees in California, including
11 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in
12 accordance with the mandates of the Labor Code and the Wage Orders, § 11.

13 34. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
14 Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in
15 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

16 35. As a consequence of Defendants' unlawful meal period practices, Plaintiffs and
17 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
18 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
19 §§ 226.7, 512, 558, the Wage Orders, and Civil Code §§ 3287 and 3289.

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(Against All Defendants)**

23 36. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
24 fully set forth herein.

25 37. Labor Code §§ 226.7, 516, 558, and the Wage Orders, § 12 and establish the right of
26 employees to be provided with a rest period of at least 10 minutes for each four-hour period
27 worked, or major fraction thereof. Plaintiffs are informed and believes, and based thereon alleges,
28 that despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period

1 Class to take all legally compliant rest periods as alleged herein, Defendants did not pay these
2 individuals an additional hour of pay at their respective regular rate for the rest periods that they
3 failed to authorize and permit them to take, as required by Labor Code § 226.7.

4 38. As a consequence of Defendants' unlawful rest period practices, Plaintiffs and
5 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
6 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
7 and costs of suit according to Labor Code §§ 226.7, 516, 558, the Wage Orders, and Civil Code §§
8 3287 and 3289.

9 **FIFTH CAUSE OF ACTION**
10 **WAGE STATEMENT PENALTIES**
11 **(Against All Defendants)**

12 39. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
13 fully set forth herein.

14 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
16 and members of the Wage Statement Class with accurate and complete, itemized wage statements
17 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
18 and corresponding number of hours worked, total net wages earned, and/or the correct name and
19 address of the legal entity that is the employer in violation of Labor Code § 226.

20 41. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
21 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
22 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
23 premium wages owed and deprived them of the information necessary to identify the discrepancies
24 in Defendants' reported payroll data.

25 42. As a consequence of Defendants' unlawful wage statement practices, Plaintiffs and
26 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
27 attorneys' fees, and costs of suit according to California Labor Code § 226.

28 **SIXTH CAUSE OF ACTION**

1 **WAITING TIME PENALTIES**

2 **(Against All Defendants)**

3 43. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
4 fully set forth herein.

5 44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
6 employer to pay all wages immediately at the time of separation of employment in the event the
7 employer discharges the employee or the employee provides at least 72 hours of notice of their
8 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
9 said employee's wages become due and payable not later than 72 hours upon said employee's last
10 date of employment.

11 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
12 to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their
13 separation from employment, including unpaid minimum and overtime wages as well as unpaid
14 meal and rest period premium wages.

15 46. Furthermore, Plaintiffs are informed and believe, and based thereon allege, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of
17 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
18 the requirements of Labor Code §§ 201-202.

19 47. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in continued payment of
22 daily wages up to thirty days from the time the wages were due.

23 48. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the
24 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
25 203.

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

28 **(Against All Defendants)**

1 49. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
2 fully set forth herein.

3 50. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
4 states that “an employer shall indemnify his or her employees for all necessary expenditures or
5 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
6 or obedience to the directions of the employer.”

7 51. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and
8 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
9 performance of their job duties.

10 52. As a consequence of Defendants’ unlawful practices, Plaintiffs and members of the
11 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
12 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(Against All Defendants)**

16 53. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
17 fully set forth herein.

18 54. Defendants have engaged and continue to engage in unfair and/or unlawful business
19 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 20 a. failing to pay Plaintiffs and members of the Minimum Wage Class all minimum
21 wages due;
- 22 b. failing to pay Plaintiffs and members of the Overtime Class all overtime wages due;
- 23 c. failing to provide Plaintiffs and members of the Meal Period Class with all meal
24 periods to which they are entitled, and failing to pay them all meal period premium
25 wages due;
- 26 d. failing to authorize and permit Plaintiffs and members of the Rest Period Class all
27 rest periods to which they are entitled, and failing to pay them all rest period
28 premium wages due;

- e. failing to issue accurate and itemized wage statements to Plaintiffs and members of the Wage Statement Class;
- f. failing to timely pay all final wages to Plaintiffs and members of the Waiting Time Penalty Class; and
- g. failing to reimburse all necessary business expenses to Plaintiffs and members of the Expense Reimbursement Class.

55. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

56. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

57. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

58. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

59. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved Employees"), brings this representative action against Defendants to recover the civil penalties due to Plaintiffs and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation

1 or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each
2 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
3 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
4 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
5 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
6 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
7 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as
8 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
9 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
10 Code for which no civil penalty is specifically provided, based on the following Labor Code
11 violations:

- 12 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
13 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 14 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
15 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 16 c. Failing to provide all legally required meal periods, and failure to pay meal period
17 premium wages, to Aggrieved Employees at the regular rate of compensation in
18 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 19 d. Failing to authorize and permit all legally required rest periods, and failure to pay
20 rest period premium wages, to Aggrieved Employees at the regular rate of
21 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 22 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
23 statements in violation of Labor Code § 226;
- 24 f. Failing to timely pay all final wages and compensation earned by Aggrieved
25 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 26 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
27 violation of Labor Code § 2802;
- 28 h. Failing to pay Aggrieved Employees all earned wages at least twice during each

1 calendar month in violation of Labor Code § 204; and

- 2 i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
3 of Labor Code §§ 1174 and 1198.

4 60. On or about August 16, 2023, Plaintiff notified Defendants via certified mail, and
5 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
8 preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants
9 and the LWDA of these violations, and the LWDA has not provided notice that it intends to
10 investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim
11 under the Private Attorneys General Act with respect to these violations.

12 61. Plaintiffs have incurred attorneys’ fees and costs, which Plaintiffs are entitled to
13 receive under California Labor Code § 2699(g).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs prays for judgment for themselves and for all others on whose
16 behalf this suit is brought against Defendants, as follows:

- 17 1. For an order certifying the proposed Classes;
18 2. For an order appointing Plaintiffs as representative of the Classes;
19 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
20 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
21 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
22 1197;
23 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
24 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
25 6. Upon the Third Cause of Action, for meal period premium wages according to proof
26 pursuant to Labor Code §§ 226.7, 512, and 558;
27 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
28 pursuant to Labor Code §§ 226.7, 516, and 558;

1 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226;

3 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
4 203;

5 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
6 proof pursuant to Labor Code § 2802;

7 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
10 *seq.*;

11 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
12 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
13 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
14 pay each employee and \$200 for each subsequent violation or willful or intentional violation
15 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
16 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
17 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
18 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
19 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
20 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
21 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
22 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
23 violation per employee per pay period for those violations of the Labor Code for which no civil
24 penalty is specifically provided;

25 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;

27 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

15. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims.

DATED: October 27, 2025

JUSTICE FOR WORKERS, P.C.

By:

Walter J.

William C. Sung

Tiffany L. Luu

Joseph C. Ramli

Attorneys for Plaintiffs DAWN CHRISTMAN and
RENE LANOUE

PROOF OF SERVICE
DAWN CHRISTMAN V. HIGH QUALITY HOME HEALTH AGENCY, INC., ET AL.
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the county of Orange. State of California. I am over the age of 18 and not a party to the within action. My business address is 9575 Bolsa Ave, Westminster, CA 92683.

On October 27, 2025, I served the foregoing document described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Elizabeth H. Murphy, Esq.
emurphy@buchalter.com
BUCHALTER,
A PROFESSIONAL CORPORATION
1000 Wilshire Blvd
Suite 1500
Los Angeles, CA 90017
Telephone No: 213-891-0700

Attorneys for Defendants High Quality Home Health
Agency, Inc., High Quality Home Health OC Inc, High
Quality Hospice Care, Talna Hospice Care, Pacifico
Lagleva, Elizabeth Lagleva, and Elvira Lagleva-Castillo

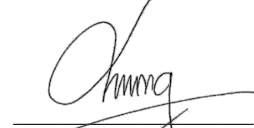
☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on October 27, 2025, at Westminster, California.



HUNG D. TRAN