ELECTRONICALLY FILED
Superior Court of California,
County of Kern
By: Julia Barrera
Deputy Clerk
10/12/26 11:54 AM

BIBIYAN LAW GROUP, P.C.
Bevin Pike (Cal. Bar No. 221936)
bpike@tomorrowlaw.com
Trisha Monesi (Cal. Bar No. 303512)
tmonesi@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MELISSA MATTHEWS, SANJEEV RALH, BENITA HO, KAITLYN MARTINEZ, GENISIS MAYORGA, SELENE VARGAS, TIANAI XIA, ADRIANA ISIDORO SALCEDO-PADILLA, BLAKE SALCEDO-PADILLA, BARBARA DELGADO and VERONICA GURULE, as individuals and on behalf of all others similarly situated,

Plaintiff,

v.

PROVIDENCE GROUP NORTH, LLC, a California Limited Liability Company; MARINIDENCE OPCO, LLC, a California Limited Liability Company; SAN FRANCISCOIDENCE OPCO, LLC, a California Limited Liability Company; ALL SAINTSIDENCE OPCO, LLC, a California Limited Liability Company; SAN BRUNOIDENCE OPCO, LLC, a California Limited Liability Company; OJAI HEALTHIDENCE OPCO, LLC, a California Limited Liability Company; MORAGAIDENCE OPCO, LLC a California Limited Liability Company; KERN VALLEYIDENCE OPCO, LLC, a California Limited Liability Company; MAUBERTIDENCE OPCO, LLC, a California Limited Liability Company;

CASE NO.: 26CUB01216

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON DEPOSITS;
10. VIOLATION OF LABOR CODE § 227.3; and
11. UNFAIR COMPETITION.
12. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE

BAKERSFIELDIDENCE OPCO, LLC, a California Limited Liability Company; CONTRA COSTAIDENCE MASTER TENANT, LLC, a California Limited Liability Company; MCCLUREIDENCE OPCO, LLC, a California Limited Liability Company; PLEASANT HILLIDENCE OPCO, LLC, a California Limited Liability Company doing business as PLEASANT HILL POST ACUTE; HANFORDIDENCE OPCO, LLC, a California Limited Liability Company; VALLEY POINTEDIDENCE OPCO, LLC, an unknown entity; WEST VALLYIDENCE OPCP, LLC, an unknown entity; and DOES 1 through 100, inclusive,

Defendants.

SECTIONS 210, 558, 1174.5, 1197.1, AND 2699, *et seq*.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds $35,000.00]

Plaintiffs MELISSA MATTHEWS, SANJEEV RALH, BENITA HO, KAITLYN MARTINEZ, GENISIS MAYORGA, SELENE VARGAS, TIANAI XIA, ADRIANA ISIDORO SALCEDO-PADILLA, BLAKE SALCEDO-PADILLA, BARBARA DELGADO, and VERONICA GURULE, on behalf of Plaintiffs and all others similarly situated, and aggrieved, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against PROVIDENCE GROUP NORTH, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("PROVIDENCE GROUP NORTH"); MARINIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("MARINIDENCE OPCO"); SAN FRANCISCOIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("SAN FRANCISCOIDENCE OPCO"); ALL SAINTSIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("ALL SAINTSIDENCE OPCO"); SAN BRUNOIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("SAN BRUNOIDENCE OPCO"); OJAI HEALTHIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("OJAI HEALTHIDENCE OPCO"); MORAGAIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("MORAGAIDENCE OPCO"); KERN VALLEYIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("KERN VALLEYIDENCE OPCO"); MAUBERTIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("MAUBERTIDENCE OPCO"); BAKERSFIELDIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("BAKERSFIELDIDENCE OPCO"); CONTRA COSTAIDENCE MASTER TENANT, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("CONTRA COSTAIDENCE MASTER"); MCCLUREIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("MCCLUREIDENCE OPCO"); PLEASANT

HILLIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("PLEASANT HILLIDENCE"); HANFORDIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("HANFORDIDENCE OPCO"); VALLEY POINTEDIDENCE OPCO, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("VALLEY POINTEDIDENCE"); WEST VALLYIDENCE OPCP, LLC, and any of its respective subsidiaries or affiliated companies within the State of California ("WEST VALLYIDENCE" and collectively, with PROVIDENCE GROUP NORTH; MARINIDENCE OPCO; SAN FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE OPCO; SAN BRUNOIDENCE OPCO; OJAI HEALTHIDENCE OPCO; MORAGAIDENCE OPCO; KERN VALLEYIDENCE OPCO; MAUBERTIDENCE OPCO; BAKERSFIELDIDENCE OPCO; CONTRA COSTAIDENCE MASTER; MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE; HANFORDIDENCE OPCO; VALLEY POINTEDIDENCE; and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiffs SANJEEV RALH, BENITA HO, KAITLYN MARTINEZ, GENISIS MAYORGA, SELENE VARGAS, TIANAI XIA, ADRIANA ISIDORO SALCEDO-PADILLA, BLAKE SALCEDO-PADILLA, BARBARA DELGADO, and VERONICA GURULE ("Class Plaintiffs") and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants, and any of its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiffs Melissa Matthews, Kaitlyn Martinez, Selene Vargas, Tianai Xia, and Barbara Delgado ("PAGA Plaintiffs") and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 2699, Business and Professions Code sections as well as applicable Wage Orders, PAGA Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, PAGA Plaintiffs seek to represent only non-exempt current and former

employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

A. Plaintiffs

3. Plaintiff MELISSA MATTHEWS ("Plaintiff Matthews") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Matthews as a non-exempt employee, with duties that included, but were not limited to, administering immunizations to patients and related paperwork. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Matthews worked for Defendants from approximately July of 2021 through approximately March 31, 2025.

4. Plaintiff SANJEEV RALH ("Plaintiff Ralh") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Ralh as a non-exempt employee, with duties that included, but were not limited to, a receptionist such as answering high-volume phone calls, routing calls to appropriate departments, taking and relaying messages, de-escalating conflicts, greeting and assisting patients, coordinating with the administrative department, and serving as the primary point of contact between staff, doctors, nurses, and patients. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Ralh worked for Defendants from approximately December of 2016 through approximately December of 2023.

5. Plaintiff BENITA HO ("Plaintiff Ho") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Ho as a non-exempt employee, with duties that included, but were not limited to, that of a CNA completing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Ho worked for Defendants from approximately September 2022 through approximately August of 2023.

6. Plaintiff KAITLYN MARTINEZ ("Plaintiff Martinez") is a resident of the State of

California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Martinez as a non-exempt employee, with duties that included, but were not limited to that of a CNA completing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Martinez worked for Defendants from approximately November of 2024 through approximately June of 2025.

7. Plaintiff GENISIS MAYORGA ("Plaintiff Mayorga") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Mayorga as a non-exempt employee, with duties that included, but were not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Mayorga worked for Defendants from approximately June of 2022 through approximately June of 2023.

8. Plaintiff SELENE VARGAS ("Plaintiff Vargas") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employ Plaintiff Vargas as a non-exempt employee, with duties that include, but are not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Vargas has worked for Defendants from approximately November of 2024 through the present.

9. Plaintiff TIANAI XIA ("Plaintiff Xia") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Xia as a non-exempt employee, with duties that included, but were not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Xia worked for Defendants from approximately October of 2025 through approximately January of 2026.

10. Plaintiff ADRIANA ISIDORO SALCEDO-PADILLA ("Plaintiff Padilla") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Padilla as a non-exempt employee, with duties that included, but were not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Padilla worked for Defendants from

approximately November of 2025 through approximately April of 2026.

11. Plaintiff BLAKE SALCEDO-PADILLA ("Plaintiff Salcedo") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Salcedo as a non-exempt employee, with duties that included, but were not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Salcedo worked for Defendants from approximately January of 2026 through approximately April of 2026.

12. Plaintiff BARBARA DELGADO ("Plaintiff Delgado") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employ Plaintiff Delgado as a non-exempt employee, with duties that include, but are not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Delgado has worked for Defendants from approximately February of 2025 through the present.

13. Plaintiff VERONICA GURULE ("Plaintiff Gurlule") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Gurule as a non-exempt employee, with duties that included, but were not limited to that of a CNA providing general patient care. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Gurule worked for Defendants from approximately September of 2022 through approximately December of 2023.

B. Defendants

14. Plaintiffs are informed and believe and based thereon allege that defendant PROVIDENCE GROUP NORTH is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, PROVIDENCE GROUP NORTH employed Plaintiffs and similarly situated employees within the State of California.

15. Plaintiffs are informed and believe and based thereon allege that defendant MARINIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business

in the County of Kern, State of California. At all relevant times herein, MARINIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

16. Plaintiffs are informed and believe and based thereon allege that defendant SAN FRANCISCOIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, SAN FRANCISCOIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

17. Plaintiffs are informed and believe and based thereon allege that defendant ALL SAINTSIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, ALL SAINTSIDENCE OPCO, employed Plaintiffs and similarly situated employees within the State of California.

18. Plaintiffs are informed and believe and based thereon allege that defendant SAN BRUNOIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, SAN BRUNOIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

19. Plaintiffs are informed and believe and based thereon allege that defendant OJAI HEALTHIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, OJAI HEALTHIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

20. Plaintiffs are informed and believe and based thereon allege that defendant MORAGAIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, MORAGAIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

21. Plaintiffs are informed and believe and based thereon allege that defendant KERN

VALLEYIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, KERN VALLEYIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

22. Plaintiffs are informed and believe and based thereon allege that defendant MAUBERTIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, MAUBERTIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

23. Plaintiffs are informed and believe and based thereon allege that defendant BAKERSFIELDIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, BAKERSFIELDIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

24. Plaintiffs are informed and believe and based thereon allege that defendant CONTRA COSTAIDENCE MASTER is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, CONTRA COSTAIDENCE MASTER employed Plaintiffs and similarly situated employees within the State of California.

25. Plaintiffs are informed and believe and based thereon allege that defendant MCCLUREIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, MCCLUREIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

26. Plaintiffs are informed and believe and based thereon allege that defendant PLEASANT HILLIDENCE is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, PLEASANT HILLIDENCE

employed Plaintiffs and similarly situated employees within the State of California.

27. Plaintiffs are informed and believe and based thereon allege that defendant HANFORDIDENCE OPCO is, and at all times relevant hereto was, a Limited Liability Company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Kern, State of California. At all relevant times herein, HANFORDIDENCE OPCO employed Plaintiffs and similarly situated employees within the State of California.

28. Plaintiffs are informed and believe and based thereon allege that defendant VALLEY POINTEDIDENCE is, and at all times relevant hereto was, an unknown Company. At all relevant times herein, VALLEY POINTEDIDENCE employed Plaintiffs and similarly situated employees within the State of California.

29. Plaintiffs are informed and believe and based thereon allege that defendant WEST VALLYIDENCE is, and at all times relevant hereto was, an unknown Company. At all relevant times herein, WEST VALLYIDENCE employed Plaintiffs and similarly situated employees within the State of California.

30. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed and believe and based thereon allege that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include PROVIDENCE GROUP NORTH; MARINIDENCE OPCO; SAN FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE OPCO; SAN BRUNOIDENCE OPCO; OJAI HEALTHIDENCE OPCO; MORAGAIDENCE OPCO; KERN VALLEYIDENCE OPCO; MAUBERTIDENCE OPCO;

BAKERSFIELDIDENCE OPCO; CONTRA COSTAIDENCE MASTER; MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE; HANFORDIDENCE OPCO; VALLEY POINTEDIDENCE; WEST VALLYIDENCE and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

31. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

32. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

33. Plaintiffs are further informed and believe and based thereon allege that DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

34. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity of interest and ownership between Defendants, and each of them, that their individuality and separateness have ceased to exist.

35. Plaintiffs are informed and believe, and based thereon allege that despite the formation of the purported corporate existence of PROVIDENCE GROUP NORTH; MARINIDENCE OPCO; SAN FRANCISCOIDENCE OPCO; ALL SAINTSIDENCE OPCO; SAN BRUNOIDENCE OPCO;

OJAI HEALTHIDENCE OPCO; MORAGAIDENCE OPCO; KERN VALLEYIDENCE OPCO; MAUBERTIDENCE OPCO; BAKERSFIELDIDENCE OPCO; CONTRA COSTAIDENCE MASTER; MCCLUREIDENCE OPCO; PLEASANT HILLIDENCE; HANFORDIDENCE OPCO; VALLEY POINTEDIDENCE; WEST VALLYIDENCE and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

A. The Alter Ego Defendants are completely dominated and controlled by the Individual Defendants who personally committed the wrongful and illegal acts and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose;

B. The Individual Defendants derive actual and significant monetary benefits by and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as the funding source for the Individual Defendants' own personal expenditures;

C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose;

D. Plaintiffs are informed and believe and thereon allege that the business affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were, the alter egos of the Individual Defendants;

E. The recognition of the separate existence of the Individual Defendants and the Alter

Ego Defendants would promote injustice insofar that it would permit defendants to insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants should thus be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be disregarded;

36. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

37. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

38. Venue is proper in Kern County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Kern is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in Kern, and because Defendants employ numerous Class Members in Kern County.

FACTUAL BACKGROUND

39. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: to come early to work to gather supplies, complete paperwork, and prepare stations before resident care, without being able to clock in for all that time and to wait 15 to 20 minutes while off the clock for shifts to change over from one CNA to another, to suffer under Defendants' control due to long lines for clocking in due to a limited number of timeclock machines and a high volume of employees clocking in at the same time, to complete pre-shift tasks such as preparing for resident rounds before clocking in and post-shift tasks such as communicating with staff about patients and scheduling after clocking out, to clock out for meal periods and continue working due to short staffing and patient demands, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock regarding patient care and scheduling, to go through security screenings and/or temperature checks off the clock, to the detriment of Plaintiffs and Class Members.

40. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

41. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.

42. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code

sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages.

43. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

44. For at least one (1) year prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204.

45. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to indemnify Plaintiffs and Class Members, or some of them, for the costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms; mileage and gas for transporting patients; laundering mandatory work uniforms; and using cellular phones for work-related purposes such as to communicate about residents care and scheduling.

46. For at least three (3) years prior to the filing of the action and continuing to the present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs and Class Members, or some of them.

47. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

48. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under

the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.*

49. In addition to the above, Plaintiffs are informed and believe, and based thereon allege that Defendants failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also failed to provide these documents to Plaintiffs and other Aggrieved Employees upon request March 30, 2026; April 22, 2026; May 6, 2026; and May 8, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations were malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

50. The Class Plaintiffs, on the Class Plaintiffs' own behaves and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

51. The Class Plaintiffs, on the Class Plaintiffs' own behaves and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which the Class Plaintiffs and Class Members are

entitled, as well as restitution of amounts owed.

CLASS ACTION ALLEGATIONS

52. The Class Plaintiffs bring this action on behalf of the Class Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. The Class Plaintiffs seek to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of the Class Plaintiffs' complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

53. The Class Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

54. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

55. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, the Class Plaintiffs are informed and believe that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

56. Accounting for employee turnover during the relevant periods necessarily increases this number. The Class Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

57. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?

C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?

D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?

E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?

F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?

G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants fail to return deposits made by Class Members with accrued interest thereon as required under Labor Code section 404?

M. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

N. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

O. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

P. Are Class Members entitled to costs and attorneys' fees?

Q. Are Class Members entitled to interest?

C. Typicality

58. The claims of The Class Plaintiffs herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. The Class Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

59. The Class Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents The Class Plaintiffs are competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

60. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

61. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. The Class Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

PAGA REPRESENTATIVE ALLEGATIONS

62. PAGA Plaintiffs are "Aggrieved Employees" under PAGA, as PAGA Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth

herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, PAGA Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for PAGA Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

63. Specifically, PAGA Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

64. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as PAGA Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of PAGA Plaintiffs and all other Aggrieved Employees within the PAGA Period.

65. Pursuant to Labor Code section 2699.3, on or around March 31, 2026, Plaintiff Matthews provided written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants ("Matthews PAGA Notice").

66. Pursuant to Labor Code section 2699.3, on or around June 16, 2026, Plaintiffs Martinez, Vargas, Xia, and Delgado provided written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants ("Martinez, Vargas, Xia, and Delgado PAGA Notice").

67. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the Matthews PAGA Notice nor the Martinez, Vargas, Xia, and Delgado PAGA Notice.

68. To the extent Defendants, or either of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

69. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

70. In the event that Defendants, or either of them, is/are determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from PAGA Plaintiffs and/or their counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3).

71. In the event that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

72. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, PAGA Plaintiffs allege Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

73. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

74. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

75. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

76. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

77. For four (4) years prior to the filing of the Complaint in this Action through the present, the Class Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, including, without limitation, by requiring the Class Plaintiffs and Class Members: to come early to work to gather supplies, complete paperwork, and prepare stations before resident care, without being able to clock in for all that time and to wait 15 to 20 minutes while off the clock for shifts to change over from one CNA to another, to suffer under Defendants' control due to long lines for clocking in due to a limited number of timeclock machines and a high volume of employees clocking in at the same time, to complete pre-shift tasks such as preparing for resident rounds before clocking in and post-shift tasks such as communicating with staff about patients and scheduling after clocking out, to clock out for meal periods and continue working due to short staffing and patient demands, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock regarding patient care and scheduling, to go through security screenings and/or temperature checks off the clock, to the

detriment of the Class Plaintiffs and Class Members.

78. Additionally, Defendants failed to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries; and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders)] to the detriment of the Class Plaintiffs and Class Members.

79. Accordingly, by requiring the Class Plaintiffs and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

80. As a result of the unlawful acts of Defendants, the Class Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

81. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

82. At all relevant times, the Class Plaintiffs and Class Members were employees or

former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

83. Pursuant to Labor Code section 1197 and applicable Wage Orders, the Class Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

84. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring the Class Plaintiffs and Class Members: to come early to work to gather supplies, complete paperwork, and prepare stations before resident care, without being able to clock in for all that time and to wait 15 to 20 minutes while off the clock for shifts to change over from one CNA to another, to suffer under Defendants' control due to long lines for clocking in due to a limited number of timeclock machines and a high volume of employees clocking in at the same time, to complete pre-shift tasks such as preparing for resident rounds before clocking in and post-shift tasks such as communicating with staff about patients and scheduling after clocking out, to clock out for meal periods and continue working due to short staffing and patient demands, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock regarding patient care and scheduling, to go through security screenings and/or temperature checks off the clock, to the detriment of the Class Plaintiffs and Class Members.

85. Additionally, Defendants failed to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries; and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly

recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) to the detriment of Plaintiffs and Class Members.

86. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

87. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, the Class Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

88. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

89. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

90. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

91. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

92. For four (4) years prior to the filing of the Complaint in this Action through the present, the Class Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

93. By their failure to provide the Class Plaintiffs and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

94. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

95. the Class Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

96. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

97. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

98. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest

period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

99. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

100. For four (4) years prior to the filing of the Complaint in this Action through the present, the Class Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

101. By their failure, at times, to authorize and permit the Class Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

102. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

103. the Class Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

104. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

105. At all relevant times, the Class Plaintiffs and Class Members were employees or

former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

106. Pursuant to Labor Code sections 201 and 202, the Class Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

107. The Class Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay the Class Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

108. The Class Plaintiffs are informed and believe Defendants' failure, at times, to pay the Class Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by the Class Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

109. Pursuant to Labor Code section 203, the Class Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

110. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

111. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections

1021.5 and 1032, and Civil Code section 3287, the Class Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

112. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

113. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

114. Pursuant to Labor Code section 226, subdivision (a), the Class Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

115. The Class Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish the Class Plaintiffs and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

116. Defendants' failure to, at times, provide the Class Plaintiffs and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide the Class Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

117. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and

mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

118. Pursuant to Labor Code section 226, subdivision (e), the Class Plaintiffs and Class Members are entitled to recover $50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and $100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate $4,000.00 per employee.

119. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, the Class Plaintiffs and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment – Against All Defendants)

120. The Class Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

121. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

122. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

123. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25

percent of the amount unlawfully withheld."

124. The Class Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants employed policies and practices that resulted in, at times, not paying the Class Plaintiffs and Class Members in accordance with Labor Code section 204.

125. Pursuant to Labor Code section 210, the Class Plaintiffs and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars ($100) for each initial violation per Class Member, and two hundred dollars ($200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

126. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

127. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

128. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

129. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . ."

130. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required the Class Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or providing unreturned deposits for mandatory work uniforms; milage and gas for transporting residents; laundering mandatory work uniforms; and using cellular phones for work-related purposes

such as communications regarding patient care and scheduling.

131. During that time period, the Class Plaintiffs are informed and believe, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse the Class Plaintiffs sand Class Members for those losses and/or expenditures.

132. As a result of Defendants' unlawful conduct, the Class Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

133. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, the Class Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Violation of Labor Code § 404 – Against All Defendants)

134. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

135. At all relevant times, the Class Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 400 through 410.

136. Pursuant to Labor Code section 404, Defendants were required to immediately return amounts deposited with accrued interest when the Class Plaintiffs and Class Members returned the required uniforms to Defendants.

137. The Class Plaintiffs are informed and believe, and based thereon allege that for three (3) years prior to the filing of this Action through the present, due to policies and practices adopted by Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return accrued interest on deposits made by the Class Plaintiffs and Class Members.

138. As a result of Defendants' conduct, the Class Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not compensated for accrued interest on amounts deposited.

139. Pursuant to Labor Code sections 218, 218.5, and 404, the Class Plaintiffs and Class

Members are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees and costs of suit.

TENTH CAUSE OF ACTION

(Violation of Labor Code § 227.3 – Against All Defendants)

140. The Class Plaintiffs re-allege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

141. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

142. The Class Plaintiffs are informed and believe, and based thereon allege that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that the Class Plaintiffs' employment contract with Defendants included paid vacations.

143. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide the Class Plaintiffs and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

144. As a proximate result of Defendants' failure to pay vested vacation at the final rate of the Class Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling the Class Plaintiffs and Class Members to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between the Class Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

145. As a further proximate result of Defendants' above-described acts and/or omissions, the Class Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

///

///

ELEVENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

146. The Class Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

147. The Class Plaintiffs are informed and believe and based thereon allege that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. The Class Plaintiffs are further informed and believe and based thereon allege that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide the Class Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

148. As a result of Defendants' unfair competition as alleged herein, P the Class laintiffs and Class Members have suffered injury in fact and lost money or property.

149. Pursuant to Business and Professions Code section 17203, the Class Plaintiffs and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to the Class Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

150. The Class Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

TWELFTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

151. PAGA Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

152. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

153. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

154. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay PAGA Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the preceding paragraphs. Thus, pursuant to Labor Code section 210, PAGA Plaintiffs and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars ($100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

155. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of

Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

156. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this section are in addition to any other penalty provided by law."

157. The PAGA Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish PAGA Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

158. Pursuant to Labor Code section 226.3, PAGA Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars ($250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars ($1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

159. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

1) For any initial violation, fifty dollars ($50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

3) Wages recovered pursuant to this section shall be paid to the affected employee."

160. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating wages, hours and/or days of work as described herein, including but not limited to Labor Code sections 203, 226, 226.7, 1194.

161. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars ($50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars ($100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

162. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to "[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person."

163. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to "[k]eep a record showing the names and addresses of all employees employed and the ages of all minors."

164. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid

to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

165. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars ($500).

166. The PAGA Plaintiffs are informed and believe, and based thereon allege, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

167. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, PAGA Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars ($500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

168. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages,

liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

169. The PAGA Plaintiffs are informed and believe, and based thereon allege, that Defendants caused PAGA Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by PAGA Plaintiffs and Aggrieved Employees at the proper rates of pay, as described above.

170. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, PAGA Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

171. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

172. The PAGA Plaintiffs are informed and believe, and based thereon allege that

Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

173. As such, PAGA Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one hundred dollars ($100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars ($200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

174. Moreover, PAGA Plaintiffs and other Aggrieved Employees within the State of California whom they seek to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

DEMAND FOR JURY TRIAL

175. Plaintiffs demand a trial by jury on all causes of action one (1) through twelve (12) contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiffs and Class Members, and Aggrieved Employees Plaintiffs pray for judgment against Defendants as follows:

A. An order certifying this case as a Class Action;

B. An Order appointing the Class Plaintiffs as Class representative and appointing the Class Plaintiffs'

counsel as class counsel;

C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;

D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

G. Waiting time penalties under Labor Code sections 203 and 558.1;

H. Penalties to timely pay wages under Labor Code section 210;

I. Damages under Labor Code sections 2802 and 558.1;

J. PAGA Plaintiffs seek an award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

K. Damages under Labor Code section 404;

L. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

M. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;

N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

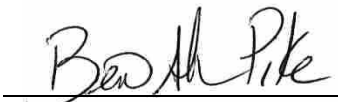
O. For attorneys' fees in prosecuting this action;

P. For costs of suit incurred herein; and

Q. For such other and further relief as the Court deems just and proper.

Dated: October 12, 2026

BIBIYAN LAW GROUP, P.C.

BY: 

Bevin Pike
Trisha Monesi
Attorneys for Plaintiffs, and on behalf of all others similarly situated and aggrieved

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On **October 12, 2026,** and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **SECOND AMENDED COMPLAINT,** to be served by electronic transmission to the below referenced electronic e-mail:

FISHER & PHILLIPS LLP
Grace Y. Horoupian (SBN 180337)
ghoroupian@fisherphillips.com
Joshua D. Klein (SBM 322099)
jdklein@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

etoller@fisherphillips.com
jqtran@fisherphillips.com

Attorneys for Defendants

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

Executed on **October 12, 2026,** at Alhambra, California.

Xochitl Tapia