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ELECTRONICALLY
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Superior Court of California,
County of San Francisco
05/29/2026
Clerk of the Court
BY: ANNIE PASCUAL
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ROCHELL D. MINOR, as an individual, on
behalf of himself and all persons similarly
situated,

Plaintiff,

v.

SAN FRANCISCO HEALTH CARE AND
REHAB, INC., a California corporation;
EPEOPLE HEALTH INC., a Delaware
corporation; SVETLANA STUKOV, an
individual; STAN STUKOV, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CGC-26-636417

Unlimited Civil-

Amount Demanded Exceeds \$35,000.00

**FIRST AMENDED CLASS ACTION
COMPLAINT**

[Cal. Code Civ. Proc. § 382]

1. Failure to Provide Meal Periods;
2. Failure to Provide Rest Periods;
3. Failure to Pay Minimum and Regular Wages;
4. Failure to Pay Overtime and Double Time Wages;
5. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment
6. Failure to Furnish Accurate Itemized Wage Statements;
7. Failure to Reimburse for Necessary Business Expenses;
8. Violation of California's Unfair Competition Law; and

**REPRESENTATIVE ACTION FOR PAGA
PENALTIES**

[Labor Code § 2698, *et seq.*]

9. Violation of the Private Attorneys General Act (Labor Code § 2698 *et seq.*)

-JURY TRIAL DEMANDED-

Plaintiff Rochell D. Minor, individually and on behalf of all other similarly situated and/or aggrieved employees, brings this class and representative action complaint (“Complaint”) against defendants San Francisco Health Care and Rehab, Inc. ePeople Health Inc., Svetlana Stukov, and Stan Stukov (collectively “Defendants”) and alleges as follows:

I.

INTRODUCTION

1. Plaintiff brings this action pursuant to California Code of Civil Procedure section 382 against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders and IWC Wage Order No. 1-2001.

2. Plaintiff brings this putative class action on behalf of himself and all current and former employees employed by Defendants in the State of California as non-exempt employees during the applicable relevant time periods.

3. Plaintiff also brings this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and applicable IWC Wage Order.

4. Plaintiff brings this representative PAGA action on behalf of all current and former non-exempt employees of Defendants in the State of California who performed work during the applicable relevant time period (hereinafter “Aggrieved Employees”).

5. Plaintiff is informed and believes, and on that basis alleges, that Defendants decreased their employment-related costs by systematically violating California wage and hour laws and engaging in unlawful and unfair business practices.

6. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiff and other similarly situated and/or Aggrieved Employees in California include, but are not limited to:

- a. Willfully misclassifying employees as independent contractors;
- b. Failing to timely pay all minimum and/or regular wages during employment;

- c. Failing to timely pay all overtime and/or double time wages during employment;
- d. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages;
- e. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages;
- f. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;
- g. Failing to furnish accurate itemized wage statements;
- h. Failing to maintain accurate employment records;
- i. Failing to reimburse business expenses; and
- j. Engaging in unfair competition.

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of himself and all other similarly situated and/or Aggrieved Employees of Defendants in California. Plaintiff seeks to recover, *inter alia*, unpaid wages, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to the California Labor Code, California Business and Professions Code § 17200, *et seq.*, and the provisions of the applicable IWC Wage Order

8. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiff, which are based upon his personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II.

THE PARTIES

A. Plaintiff

9. Plaintiff Rochelle D. Minor is, and at all relevant times was, a resident of the State of California. Plaintiff holds an active Certified Nursing Assistant ("CNA") certification issued by the

1 California Department of Public Health. Plaintiff was employed by Defendants as a CNA from
2 approximately March 2023 through approximately June 28, 2025. During his employment, Plaintiff
3 worked remotely and also performed on-site work at Defendants' healthcare facility in San Francisco,
4 California.

5 10. Throughout his tenure with Defendants and as a CNA, Plaintiff was primarily responsible
6 for performing activities of daily living for patients—things like washing patients, brushing their teeth,
7 combing their hair, and dressing them, among others. Plaintiff also served patients meals, monitored their
8 vitals and pain levels, relayed information to other nurses, and completed charting and documentation for
9 patients. Defendants directed Plaintiff to take care of patients in this manner and assigned him to specific
10 floors and units within the facility.

11 11. Plaintiff typically worked a combination of two eight-hour shifts and three sixteen to
12 seventeen-hour shifts per week, totaling approximately 64 hours per week.

13 12. Plaintiff's daily shifts included a day shift of 6:00 a.m. to 3:00 p.m. and an evening shift of
14 3:00 p.m. to 11:00 p.m.

15 13. Plaintiff earned \$27.00 per hour, paid on a weekly basis via direct deposit and sometimes
16 physical checks.

17 **B. Defendants**

18 14. Defendant San Francisco Health Care and Rehab Inc. ("SFHCR") is a California
19 corporation headquartered in San Francisco, California. At all relevant times, Defendant San Francisco
20 Health Care and Rehab, Inc. operated as a healthcare and rehabilitation facility providing residential care
21 services to patients in San Francisco, California.

22 15. Defendant ePeople Health Inc. ("ePeople") is a Delaware corporation headquartered in
23 Foster City, California. At all relevant times, Defendant ePeople Health Inc. operated as an app based
24 staffing agency that provides healthcare workers, including certified nursing assistants and registered
25 nurses, to healthcare facilities in California.

26 16. On information and belief, Defendants SFHCR and ePeople operate as a single enterprise

1 without meaningful separation.

2 17. Defendant SVETLANA STUKOV is an individual residing in California. On information
3 and belief, Defendant Svetlana Stukov is an owner, operator, manager, and/or executive of both SFHCR
4 and ePeople.

5 18. As an owner, operator, manager, and executive, SVETLANA STUKOV directed and
6 controlled the wage and hour practices of both SFHCR and ePeople, including decisions about staffing,
7 worker classification, and payroll.

8 19. SVETLANA STUKOV personally controls the framework for how ePeople and SFHCR
9 workers are classified and paid.

10 20. Defendant STAN STUKOV is an individual residing in California. On information and
11 belief, Defendant STAN STUKOV is an owner, operator, and/or manager of both SFHCR and ePeople.
12 STAN STUKOV is also the developer and seller of ePeople.

13 21. Workers at SFHCR were required to onboard via the ePeople application.

14 22. STAN STUKOV created and maintained the required onboarding, credentialing, and
15 scheduling instructions communicated to workers.

16 23. The ePeople app was a mandatory timekeeping, scheduling, and payment-processing
17 system used by Defendants to track and pay workers.

18 24. As the person who developed and controlled the ePeople app used to implement its
19 functions, STAN STUKOV is a managing agent who directed the employment practices of ePeople and
20 SFHCR.

21 25. The true names and capacities of Does 1 through 50, inclusive, are unknown to Plaintiff at
22 this time, and Plaintiff therefore brings this complaint against such Doe Defendants under fictitious names.
23 Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as a Doe is in some
24 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other similarly situated
25 and/or Aggrieved Employees' injuries and damages, as alleged herein, were proximately caused by the
26 conduct of such Doe Defendants. Plaintiff will seek leave of the Court to amend this complaint to allege

1 the true names and capacities of such Doe Defendants if and when ascertained.

2 26. At all relevant times, Defendants employed Plaintiff and, on information and belief, other
3 similarly situated and/or Aggrieved Employees, and exercised control over their wages, hours, and
4 working conditions, and suffered or permitted them to work.

5 27. On information and belief, Defendants are and were responsible for the policies and/or
6 practices applicable to Plaintiff during his employment and applicable to other similarly situated and/or
7 Aggrieved Employees.

8 28. On information and belief, Defendants denied Plaintiff and other similarly situated and/or
9 Aggrieved Employees specific rights afforded to them under the Labor Code and the IWC Wage Orders.

10 29. Plaintiff was employed by Defendants in California and was subject to various
11 employment policies and/or practices implemented by Defendants for all their facilities throughout the
12 State of California.

13 30. Plaintiff is informed and believes that at all relevant times, Defendants, whether named or
14 fictitious, were the agents, employees, or other persons acting on behalf of every other Defendant and, in
15 participating in the acts alleged in this complaint, acted within the scope of such agency or employment,
16 or ratified the acts of the other.

17 31. Each Defendant acted and/or ratified, in all respects pertinent to this action, as the agent of
18 the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto,
19 and the acts of each Defendant are legally attributable to the other Defendants.

20 32. Each Defendant, whether named or fictitious, was the alter ego of the other Defendants at
21 all relevant times herein.

22 33. On information and belief, a unity of interest and ownership between each Defendant exists
23 such that all Defendants acted as a single employer.

24 34. At all times relevant to this complaint, each Defendant, including each fictitiously named
25 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
26 and all other similarly situated and/or Aggrieved Employees, including, but not limited to, implementing

1 standard policies and procedures.

2 35. At all times relevant to this complaint, each Defendant, including each fictitiously named
3 defendant, was the employer or other person acting on behalf of the employer, within the meaning of
4 Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

5 36. At all times relevant to this complaint, each Defendant, including each fictitiously named
6 defendant, caused similarly situated and/or Aggrieved Employees, including Plaintiff, to work and/or
7 prevented Plaintiff and other similarly situated and/or Aggrieved Employees from working.

8 37. At all times relevant to this complaint, each Defendant, including each fictitiously named
9 defendant, had control over the similarly situated and/or Aggrieved Employees, including Plaintiff.

10 38. Each Defendant, including each fictitiously named defendant, is alleged to have caused
11 each of the violations alleged herein.

12 39. Each Defendant, including each fictitiously named defendant, is jointly and severally liable
13 for each of the violations alleged herein.

14 **JURISDICTION AND VENUE**

15 40. This Court has subject matter jurisdiction over this action pursuant to California Code of
16 Civil Procedure section 410.10. Defendants conduct business in California. The amount in controversy,
17 exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional amount for this Court.

18 41. This Court has personal jurisdiction over Defendants because Defendants operate in the
19 state of California, have a significant physical presence in California, and engage in systematic and
20 continuous business activities in the State such that it purposefully avails itself of California's benefits
21 and protections. Moreover, Defendants have caused the injuries alleged herein in California through its
22 acts, omissions, and violations of the California Labor Code and IWC Wage Orders, among others.

23 42. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
24 sections 395(a) and 395.5 because Defendants maintain offices, transact business, and have agents in San
25 Francisco County. The unlawful acts alleged herein occurred in San Francisco County and have a direct
26 effect on Plaintiff and other similarly situated and/or Aggrieved Employees of Defendants within San

1 Francisco County and throughout the State of California. Defendants employed workers in San Francisco
2 County and throughout the State of California.

3 43. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex
4 action because it is filed as a class action that involves specialized case management, extensive discovery
5 and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

6 **IV. GENERAL ALLEGATIONS**

7 **Misclassification Scheme**

8 44. As of January 3, 2012, SFHCR and ePeople have operated under a General Services and
9 Staffing Agreement which automatically renews on an annual basis (the "2012 Agreement"). Under the
10 2012 Agreement, ePeople agrees to "recruit, screen, interview, and assign its employees" to SFHCR and
11 to pay those workers' wages, provide benefits, pay and withhold payroll taxes, and provide unemployment
12 insurance and workers' compensation benefits. Despite this contractual language referring to workers as
13 "employees," and assigning responsibilities characteristic of an employer-employee relationship,
14 Defendants have consistently classified these workers as independent contractors for tax and employment
15 law purposes.

16 45. Throughout his employment, Defendants classified Plaintiff as an independent contractor
17 and issued him IRS Form 1099s rather than W-2s.

18 46. Defendants told Plaintiff and other similarly situated individuals that they must accept
19 independent contractor status as a condition of employment.

20 47. Defendants required Plaintiff to maintain an active Limited Liability Company ("LLC")
21 and submit invoices from the LLC for payment rather than receiving compensation through a standard
22 payroll system.

23 48. Payment documents issued to Plaintiff formatted Plaintiff's compensation as "Bill 2" with
24 "Original Amt./Balance Due" language, consistent with vendor payments rather than employee wages.

25 49. Plaintiff directed payment invoices directly to defendant STAN STUKOV and
26 communicated with him through the ePeople application to confirm receipt of the invoices.

1 50. The two entity structure used by Defendants served as a mechanism to unlawfully
2 misclassify workers and deny them wage and hour protections under California law.

3 51. Plaintiff alleges Defendants willfully misclassified him and other similarly situated and/or
4 Aggrieved Employees as independent contractors in violation of California law, despite failing to satisfy
5 all three elements of the “ABC” test codified in Labor Code section 2775.

6 52. The “ABC test dictates all three of the following conditions must be satisfied for a worker
7 to be classified as an independent contractor:

8 (A) The person is free from the control and direction of the hiring entity
9 in connection with the performance of the work, both under the
10 contract for the performance of the work and in fact;

11 (B) The person performs work that is outside the usual course of the hiring
12 entity’s business; and

13 (C) The person is customarily engaged in an independently established
14 trade, occupation, or business of the same nature as that involved in
15 the work performed.

16 53. Defendants exercised control and direction over the work performed by Plaintiff and other
17 similarly situated and/or Aggrieved Employees. Defendants required employees to clock in and out using
18 Defendant’s ePeople application. Defendants enforced punctuality requirements, warning Plaintiff and
19 other similarly situated and/or Aggrieved Employees that they would be “considered late” if they failed
20 to clock in within five minutes of their scheduled start time.

21 54. Defendants created and controlled employee work schedules and assigned them to specific
22 shifts, tasks, floors, and units. Plaintiff and other similarly situated and/or Aggrieved Employees were
23 required to request time off in advance through Defendant’s scheduler, and have the time off approved
24 before taking it.

25 55. Defendants supervised Plaintiff and other similarly situated and/or Aggrieved Employees’
26 work through the head nurse and other facility staff who directed their assignments and monitored
27 performance.

28 56. Defendants also required Plaintiff and other similarly situated and/or Aggrieved

1 Employees to follow standard operating procedures for patient care and complete specific documentation
2 related to their work.

3 57. Defendants also had the authority to discipline and terminate any employee at will.

4 58. Therefore, Plaintiff and other similarly situated and/or Aggrieved Employees were not free
5 from the control and direction of Defendants in connection with their work performance.

6 59. Defendants also required Plaintiff and other similarly situated and or Aggrieved
7 Employees to perform work that fell within its usual course of business.

8 60. As a healthcare facility and staffing agency specializing in patient care services,
9 Defendants rely on CNAs to provide direct patient care, which is the core function of its operations. The
10 work performed by Plaintiff and other similarly situated and/or Aggrieved Employees, was an integral
11 and essential part of Defendant's day-to-day operations and business model.

12 61. Furthermore, Plaintiff and other similarly situated and/or Aggrieved Employees, did not
13 operate independently established businesses, trades, or occupations of the same nature as the work they
14 performed for Defendants.

15 62. While Defendants did require Plaintiff and other similarly situated and/or Aggrieved
16 Employees to maintain LLCs and submit invoices for payment, this was merely a formality imposed by
17 Defendants in an attempt to create a veneer of legitimacy for their misclassification scheme. In other
18 words, Defendants' requirement that workers maintain LLCs was a condition of working for Defendants,
19 not evidence of truly independently established business entities.

20 63. Given these facts, no part of the ABC test is satisfied, and a clear employer-employee
21 relationship exists between Defendants, Plaintiff, and other similarly situated and/or Aggrieved
22 Employees.

23 64. Accordingly, Defendant's misclassification of these workers as independent contractors
24 constitutes a violation of California law.

25 **Wage and Hour Violations**

26 65. As a direct result of Defendant's scheme of purposefully misclassifying employees,

1 Defendants deprived Plaintiff and other similarly situated and/or Aggrieved Employees of the rights,
2 protections, and benefits afforded to non-exempt employees under the Labor Code and the applicable IWC
3 Wage Order.

4 66. Specifically, Defendants failed to timely pay all minimum and/or regular wages; failed to
5 timely pay all overtime and double time wages; failed to provide legally compliant meal periods and/or
6 timely pay premium wages for non-compliant meal periods; failed to provide legally compliant rest
7 periods and/or timely pay premium wages for non-compliant rest periods; failed to timely pay all wages
8 due and owing upon separation of employment and/or pay the required waiting time penalties; failed to
9 furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to
10 reimburse for necessary business expenses.

11 67. Defendants have a common practice of failing to timely pay Plaintiff and other similarly
12 situated and/or Aggrieved Employees for all minimum, regular, and overtime wages earned for all time
13 actually worked or spent under the control of Defendants.

14 68. Despite regularly working more than eight hours per day and 40 hours per week, Plaintiff
15 was never paid overtime wages at the required rates. Defendants only paid Plaintiff—and on information
16 and belief, other similarly situated and/or Aggrieved Employees—their “regular” per hour rate regardless
17 of the number of hours worked.

18 69. For example, on days when Plaintiff worked 16 hours, Plaintiff should have been
19 compensated at time-and-a-half for hours worked beyond eight in the workday, and at double-time for
20 hours worked beyond 12. However, Defendants instead paid Plaintiff at his \$27.00 per hour rate for all 16
21 hours. Defendants' failure to pay overtime wages resulted in significant underpayment of wages owed to
22 Plaintiff and other similarly situated and/or Aggrieved Employees.

23 70. Despite not paying Plaintiff and other similarly situated and or Aggrieved Employees'
24 overtime and double time, the 2012 Agreement provides SFHCR was to pay ePeople at billable rates that
25 explicitly included premium overtime pay at 1.5x multiples, meaning SFHCR billed ePeople for overtime.

26 71. Additionally, Defendants failed to compensate Plaintiff and other similarly situated and/or

1 Aggrieved Employees for work performed while off the clock. Oftentimes, Plaintiff was required to
2 perform work, such as charting patient records, after having clocked out for the day. This is representative
3 of the type of off-the-clock work that Plaintiff and other similarly situated and/or Aggrieved Employees
4 performed on a regular basis.

5 72. Plaintiff and other similarly situated and/or Aggrieved Employees were also required to
6 promptly respond to messages from supervisors and schedulers via text message and the ePeople
7 application, including outside of their scheduled working hours. Defendants improperly considered this
8 off-the-clock work performed by Plaintiff and, on information and belief, other similarly situated and/or
9 Aggrieved Employees as non-compensable time and failed to provide any remuneration for this time
10 worked.

11 73. Defendants have a policy and practice of failing to provide Plaintiff and other similarly
12 situated and/or Aggrieved Employees with legally compliant meal and rest periods or to pay premium
13 wages for non-compliant periods.

14 74. Plaintiff and other similarly situated and/or Aggrieved Employees were unable to take full,
15 uninterrupted meal breaks due to chronic understaffing and their duty to constantly monitor patients.

16 75. Nonetheless, Plaintiff and other similarly situated and/or Aggrieved Employees were still
17 required to record 30-minute meal breaks even if they were not taken, and Defendants likewise
18 automatically deducted meal periods from Plaintiff's and other similarly situated and/or Aggrieved
19 Employees' pay, regardless of whether they were actually taken.

20 76. For example, when Plaintiff worked a 16-hour day without a meal break, Defendants
21 would pay him for only 15 hours, reflecting an automatic deduction of one hour for a meal period.

22 77. Even when Plaintiff attempted to take meal breaks, they were consistently interrupted by
23 patients, staff members, and supervisor requests, such that he was unable to take full, duty-free breaks.

24 78. Defendants never paid Plaintiff or other similarly situated and/or Aggrieved Employees
25 the required one-hour premium wage for non-compliant meal periods.

26 79. Furthermore, when Plaintiff worked more than 10 hours, he was not consistently provided

1 with a second 30-minute meal period as required by law. While Defendants occasionally allowed Plaintiff
2 to take a second meal period, Plaintiff was not always able to take it without facing discipline or retaliation
3 for having done so.

4 80. Plaintiff was explicitly told by supervisors and other staff that he could not take meal
5 breaks. Beginning in 2023, Plaintiff was informed that he was required to "stay on the floor" and was
6 threatened with discipline for even attempting to take meal breaks.

7 81. Defendants' practice of automatically deducting meal periods while simultaneously
8 preventing Plaintiff and, on information and belief, other similarly situated and/or Aggrieved Employees
9 from taking those breaks, coupled with threats of discipline for attempting to take breaks, is a clear
10 violation of California's meal period requirements under Labor Code sections 226.7, 512, and the
11 applicable IWC Wage Order.

12 82. Plaintiff and other similarly situated and/or Aggrieved Employees were similarly unable
13 to take legally compliant rest periods due to understaffing and work demands. Defendants required
14 constant monitoring of residents and patients, making it difficult, if not impossible, for Plaintiff and other
15 similarly situated and/or Aggrieved Employees to take breaks.

16 83. Plaintiff and other similarly situated and/or Aggrieved Employees were not relieved of all
17 work-related duties during any attempted rest periods and were required to remain available to respond to
18 work-related needs at all times.

19 84. Plaintiff was explicitly told by supervisors and other staff that he could not take rest breaks.
20 Beginning in 2023, Plaintiff was informed that he was required to "stay on the floor" and was threatened
21 with discipline for even attempting to take rest breaks.

22 85. Defendants' practice of threatening employees with write-ups or termination for attempting
23 to take breaks further demonstrates that Plaintiff and other similarly situated and/or Aggrieved Employees
24 were not free from Defendants' control during any rest periods and were not provided with legally
25 compliant, off-duty rest periods.

26 86. As a result, Plaintiff and other similarly situated and/or Aggrieved Employees were not

1 provided with legally compliant, off-duty rest periods and were therefore entitled to receive, but did not
2 receive, one hour of premium wages at their regular rate of compensation for each workday that a legally
3 compliant rest period was not provided.

4 87. Defendants also have a policy and practice of failing to furnish accurate itemized wage
5 statements to Plaintiff and other similarly situated and/or Aggrieved Employees

6 88. As misclassified independent contractors, Plaintiff and other similarly situated and/or
7 Aggrieved Employees received payment checks or direct deposits that did not include itemized wage
8 statements showing gross wages earned, total hours worked, applicable hourly rates, deductions, net
9 wages, and the inclusive dates of the pay period.

10 89. Instead, Plaintiff's and other similarly situated and/or Aggrieved Employees' payment
11 documents were formatted as vendor invoices with "Bill" references and "Balance Due" language, failing
12 to provide the detailed information required for employee wage statements.

13 90. Due to receiving 1099 forms and vendor-style payment documentation instead of proper
14 itemized wage statements, Plaintiff and other similarly situated and/or Aggrieved Employees were unable
15 to determine their actual hours worked, applicable rates of pay, wage calculations, or the nature and
16 amount of deductions taken from their pay.

17 91. This deprived Plaintiff and other similarly situated and/or Aggrieved Employees of their
18 right to accurate documentation of their wages and hours worked as required by the Labor Code.

19 92. Defendants have a policy and practice of failing to reimburse Plaintiff and other similarly
20 situated and/or Aggrieved Employees for necessary business expenses incurred in the discharge of their
21 duties.

22 93. Plaintiff and on information and belief, other similarly situated and/or Aggrieved
23 Employees, were required to provide their own uniform and medical instruments for patient care duties.
24 Defendants never reimbursed Plaintiff or other similarly situated and/or Aggrieved Employees for these
25 necessary business expenses.

26 94. Defendants also required Plaintiff and other similarly situated and/or Aggrieved

1 Employees to use their personal vehicles to travel to and from work assignments at various healthcare
2 facilities. Defendants never reimbursed employees for mileage or fuel expenses.

3 95. Defendants also required Plaintiff and other similarly situated and/or Aggrieved
4 Employees to use their personal cell phones to access Defendants' required ePeople application for
5 clocking in and out, accessing receiving work schedules and assignments, and communicating with
6 supervisors and schedulers. Defendants mandated the use of this application on personal phones, stating
7 it was the only option to access and utilize the administrative systems necessary for Plaintiff and other
8 similarly situated and/or Aggrieved Employees to perform their job duties.

9 96. Despite these mandatory business expenses incurred by Plaintiff and other similarly
10 situated and/or Aggrieved Employees in the direct discharge of their job duties, Defendants failed to
11 provide any reimbursement in violation of Labor Code section 2802.

12 97. Defendants have a policy and practice of failing to timely pay employees all wages due
13 and owing upon separation of employment and/or the required waiting time penalties for the late payment
14 of wages.

15 98. Plaintiff's employment was terminated on June 28, 2025. However, due to Defendants'
16 misclassification scheme and pervasive wage and hour violations described above, any final wages paid
17 to Plaintiff failed to include all unpaid regular wages, unpaid overtime and double time wages, unpaid
18 meal period premium wages, unpaid rest period premium wages, and unreimbursed business expenses
19 that were due and owing at the time of separation.

20 99. Defendants also failed to pay Plaintiff and, on information and belief, and other similarly
21 situated and/or Aggrieved Employees, the required waiting time penalties for the late payment of these
22 wages under Labor Code sections 201, 202, and 203.

23 100. As a result, Defendants owe waiting time penalties to Plaintiff and other similarly situated
24 and/or Aggrieved Employees whose employment with Defendants was terminated.

25 101. Defendants utilized multiple conflicting timekeeping systems, including the ePeople
26 application via employees' personal cell phones, tablets, paper forms, and shift PDF reports, creating

1 confusion and opportunities for inaccurate recordkeeping.

2 102. Defendants required Plaintiff and other similarly situated and/or Aggrieved Employees to
3 manually reconcile discrepancies between these systems and threatened discipline for incomplete or
4 inconsistent time entries.

5 103. As a result of Defendants' misclassification scheme, the Labor Code violations described
6 herein, and inadequate recordkeeping practices, Defendants also failed to maintain accurate payroll
7 records showing the hours worked daily by and the wages paid to employees.

8 104. On July 9, 2025, and August 6, 2025, Plaintiff requested a copy of his employee personnel
9 file from Defendants pursuant to Labor Code section 1198.5.

10 105. To date, Defendants have failed to produce the employee personnel documents requested
11 or otherwise respond to the requests.

12 **V.**

13 **CLASS DEFINITIONS**

14 106. Plaintiff brings this action on behalf of himself, and all others similarly situated pursuant
15 to California Code of Civil Procedure Section 382, based on the following class definitions:

16 **The Misclassification Class:** "All individuals who currently or formerly
17 performed work for Defendants as independent contractors in California
18 during the period commencing on the date that is four years prior to the
19 filing of the complaint through and including final judgment (also referred
20 to herein as 'Class Members')."

21 107. Plaintiff also seeks to represent the following subclass:

22 **The Waiting Time Penalties Subclass:** "All members of the
23 Misclassification Class whose employment with Defendants ended at any
24 time from three years prior to the filing of the complaint through the
25 present."

26 108. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to modify
27 the Class and Subclass descriptions with greater specificity or further division into subclasses or limitation
28 to particular issues based on investigation, discovery, and specific theories of liability.

VI.

CLASS ACTION DESIGNATION

109. Plaintiff realleges and incorporates by reference, as though full set forth herein, all paragraphs of this Complaint.

110. Plaintiff brings this action on behalf of himself and on behalf of all persons encompassed by the classes defined herein.

111. This action is appropriately suited for a class action pursuant to Code of Civil Procedure Section 382 and California Civil Code Section 1781.

112. This case meets the following statutory requirements:

Numerosity

113. The members of the Classes as defined are sufficiently numerous, such that joinder of all members is impracticable. Plaintiff is informed and believes and thereon alleges that at all relevant times Defendants employed or engaged numerous similarly situated current and former workers who were misclassified as independent contractors and were subject to Defendants' uniform and common wage and hour policies and practices resulting in the unlawful employment policies and practices alleged herein.

114. Plaintiff estimates that approximately 50 or more workers were similarly misclassified as independent contractors during the relevant time period. Based on the size of the potential Class, joinder of all workers individually would be impractical.

Commonality

115. This action involves questions of law and fact common to the potential Class that predominate over questions affecting only individual members because the action involves Defendants' systematic course of illegal conduct with respect to violations of the California Labor Code and applicable IWC Wage Order and implementing company-wide policies and/or practices which were uniformly applied to all members within the Class. These common questions include, but are not limited to:

a. Whether Defendants willfully misclassified Class Members as independent contractors;

b. Whether Defendants failed to pay Class Members at least minimum and/or all

- 1 regular wages owed for all hours or fractions of an hour worked and/or under the
2 control of Defendants;
- 3 c. Whether Defendants failed to pay Class Members all overtime and double time
4 wages for all applicable hours and/or fractions of hours worked or under the control
5 of Defendants;
- 6 d. Whether Defendants failed to provide Class Members with the opportunity to take
7 a duty-free, thirty-minute meal period before the commencement of the sixth hour
8 of work;
- 9 e. Whether Defendants failed to provide Class Members with a second duty-free,
10 thirty-minute meal period before the commencement of the eleventh hour of work
11 when they worked shifts exceeding ten hours;
- 12 f. Whether Defendants failed to pay one additional hour of pay at the regular rate of
13 compensation to Class Members when they were not provided with compliant and
14 timely meal periods;
- 15 g. Whether Defendants failed to authorize and permit Class Members to take off-duty
16 rest periods of at least ten minutes for every four hours worked, or major fraction
17 thereof;
- 18 h. Whether Defendants failed to pay one additional hour of pay at the regular rate of
19 compensation to Class Members when they were not provided with compliant and
20 timely rest periods;
- 21 i. Whether Defendants failed to pay members of the Waiting Time Penalties Subclass
22 all wages due and owing upon separation of employment;
- 23 j. Whether Defendants failed to pay members of the Waiting Time Penalties Subclass
24 the required waiting time penalties for failure to timely pay all wages upon
25 separation of employment;
- 26 k. Whether Defendants failed to provide Class Members with accurate itemized wage

statements;

1. Whether Defendants failed to indemnify Class Members for necessary business expenses incurred in direct consequence of the discharge of their duties, including uniforms, personal vehicle use and gasoline, medical instruments, and personal cell phone use for work purposes; and
- m. Whether Defendants engaged in unfair business practices in violation of California Business and Professions Code section 17200 et seq. by engaging in the unlawful, unfair, and fraudulent conduct alleged herein;

Typicality

104. Plaintiff's claims are typical of the claims of the Class because Plaintiff was subjected to all of the same violations of his rights under California law as the other Class Members. Plaintiff seeks the same type of damages, restitution, penalties, and other relief on the same theories and legal grounds as those of the Class Members he seeks to represent. Plaintiff is a member of the Class he seeks to represent. The injuries sustained by Plaintiff are typical of the injuries sustained by the Class Members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

Adequacy of Representation

105. Plaintiff is able to fairly and adequately represent the interests of all members of the potential Class because it is in his best interest to prosecute the claims alleged herein to obtain full compensation due to him and the Class for all back pay, benefits, penalties, damages, and other relief afforded under the Labor Code and IWC Wage Orders.

106. Plaintiff's interests are not in conflict with those of the putative Class Members. Plaintiff is qualified to represent the Class Members and is ready and willing to take the time necessary to prosecute this action. Plaintiff has no conflicts that will prevent him from fairly and adequately representing and protecting the interests of the Class Members.

107. Plaintiff's counsel are competent and experienced in litigating employment law class actions and other complex litigation matters, including wage and hour cases such as this. Plaintiff has

1 incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the
2 substantial benefit of each Class Member.

3 Superiority

4 108. Class treatment is appropriate because a class action is superior to other available means
5 for the fair and efficient adjudication of these claims. The nature of this action makes class adjudication
6 superior to other methods because joinder of all Class Members is impractical. Each putative Class
7 Member has been damaged and is entitled to recover by reasons of Defendants' illegal policies and/or
8 practices as alleged herein. Class action treatment will allow those similarly situated persons to litigate
9 their claims in the manner that is most efficient and economical for the parties and the judicial system. A
10 class action will achieve the economies of time, effort, and expense as compared to a series of separate
11 lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same
12 manner at the same time for each Class Member.

13 109. If appropriate, this Court is empowered to fashion methods to efficiently manage this case
14 as a class action. Additionally, current employees are often afraid to assert their rights out of fear of direct
15 or indirect retaliation, and former employees are fearful of bringing actions because they believe their
16 former employers might damage their future employment prospects. Class actions provide the unnamed
17 Class Members with a type of anonymity that allows for the vindication of their rights while affording
18 them privacy protections.

19 VI.

20 PAGA REPRESENTATIVE ACTION ALLEGATIONS

21 110. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all
22 paragraphs of this Complaint.

23 111. On or about March 11, 2026, Plaintiff submitted written notice via certified mail to the
24 California Labor and Workforce Development Agency ("LWDA") and all Defendants as required by
25 PAGA, informing them of Defendant's alleged violations of the Labor Code. A true and correct copy of
26 the written notice will be attached hereto as an exhibit upon filing.

112. According to Labor Code § 2699.3, the LWDA had sixty-five (65) days from the date of submission to notify the parties whether it intends to investigate the alleged violations. To date, the LWDA has not informed Plaintiff that it intends to investigate the alleged violations.

113. Thus, pursuant to PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in a representative capacity on behalf of himself, all other Aggrieved Employees, and the state of California as permitted by Labor Code § 2699.3.

114. Plaintiff further believes that additional violations may be discovered and therefore reserves his right to allege additional violations of the law as investigation and discovery warrant. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

115. The Ninth Cause of Action alleged herein is appropriately suited for a PAGA action.

116. Pursuant to Labor Code § 2699, 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 violation of the 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 § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the Aggrieved Employees, pursuant to § 2699(i).

117. During all, or a portion of, the one-year and sixty-five-day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff's and all other Aggrieved Employees' employer or person acting on behalf of an employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor Code § 203.

118. Plaintiff is an "aggrieved employee" under PAGA because he was employed by the alleged

1 violators, Defendants, and had all of the alleged violations committed against him, and therefore is
2 properly suited to represent the interests of other Aggrieved Employees. *See Huff v. Securitas Security*
3 *Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30
4 Cal.App.5th 504, 519.

5 119. Plaintiff alleges that all other Aggrieved Employees are also "aggrieved employees" under
6 PAGA as Defendants employed them, and all aggrieved employees experienced one or more of the alleged
7 violations outlined herein.

8 120. As set forth herein, Defendant has committed, and continues to commit, numerous
9 violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in her
10 representative capacity, to recover, on behalf of herself, all other Aggrieved Employees, and the state of
11 California, civil penalties as well as attorneys' fees and costs from Defendant for the alleged violations,
12 described herein.

13 CAUSES OF ACTION

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 **[Labor Code §§ 226.7, 512, 1198, and the "Meal Periods" section of the Applicable IWC Wage**
17 **Order]**

18 **(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)**

19 121. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 paragraphs above, as though fully set forth herein.

21 122. Labor Code § 512(a) provides, in part, that employers, including Defendants, "may not
22 employ an employee for a work period of more than five hours per day without providing an employee
23 with a meal period of not less than 30 minutes" and "may not employ an employee for a work period of
24 more than ten (10) hours per day without providing the employee with a second meal period of not less
25 than 30 minutes."

26 123. Labor Code § 226.7 requires that employers, including Defendants, provide their

1 employees with meal periods as mandated by the applicable Wage Order of the Industrial Welfare
2 Commission, and prohibits employers from requiring any employee “to work during any meal ... period
3 mandated by an applicable order of the Industrial Welfare Commission.” Labor Code § 226.7(c) states,
4 “[i]f an employer fails to provide an employee a meal ... period in accordance with a state law... the
5 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal ... period is not provided.”

7 124. Labor Code § 1198 states that the “maximum hours of work and standard conditions of
8 labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor
9 for employees. The employment of any employee for longer hours than those fixed by the order or under
10 conditions of labor prohibited by the order is unlawful.”

11 125. The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall
12 employ any person for a work period of more than five (5) hours without a meal period of not less than
13 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work
14 the meal period may be waived by mutual consent of the employer and the employee.” It further states,
15 “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without
16 providing the employee with a second meal period of not less than 30 minutes, except that if the total
17 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
18 employer and employee only if the first meal period was not waived.”

19 126. The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the
20 employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
21 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when
22 the nature of the work prevents an employee from being relieved of all duty and when by written
23 agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state
24 that the employee may, in writing, revoke the agreement at any time.”

25 127. The “Meal Periods” section of the applicable IWC Wage Order also states, “[i]f an
26 employer fails to provide an employee a meal period in accordance with the applicable provisions of this

1 order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided." Plaintiff and the Misclassification
3 Class were subject to the same policies, practices, and procedures governing the provision and scheduling
4 of meal periods.

5 128. As set forth herein, Plaintiff and similarly situated Class Members regularly worked in
6 excess of five hours per day without being provided a meal period before the end of the fifth hour of work,
7 and regularly worked in excess of ten hours per day without being provided a second meal period before
8 the end of the tenth hour of work, as required by Labor Code sections 226.7(a) and 512(a) and the
9 applicable IWC Wage Order.

10 129. Defendants had and have a policy and/or practice of automatically deducting meal periods
11 from Class Members' compensable time regardless of whether they were actually provided. For example,
12 when Plaintiff worked a 16-hour day, Defendants would pay him for only 15 hours, reflecting an automatic
13 deduction of one hour for a meal period.

14 130. Defendants required Plaintiff and other Class Members to record 30-minute meal breaks
15 even if they were not taken. Despite regularly working shifts of eight hours or longer, including shifts
16 lasting 16 to 17 hours, Plaintiff and other Class Members were unable to take full, uninterrupted meal
17 breaks due to chronic understaffing and the constant need to be available to respond to work related needs.

18 131. On the occasions when Plaintiff attempted to take a complete meal break, he was
19 interrupted and required to remain available to assist patients and attend to their needs and respond to
20 supervisors. Even when Plaintiff attempted to take meal breaks, they were consistently interrupted by
21 patient needs or other staff members' requests, and he was unable to take full, duty-free breaks.

22 132. Furthermore, when Plaintiff worked shifts exceeding 10 hours, he was not consistently
23 provided with a second 30-minute meal period as required by law. While Defendants occasionally allowed
24 a second meal period, Plaintiff was not always able to take it without facing discipline or retaliation.

25 133. Beginning in 2023, Plaintiff was explicitly told by supervising staff that he could not take
26 meal breaks. Plaintiff was informed that he had to "stay on the floor" and was threatened with write-ups

1 or termination if he attempted to take breaks.

2 134. Defendants' practice of automatically deducting meal periods while simultaneously
3 preventing Class Members from taking those breaks, coupled with explicit threats of discipline for
4 attempting to take breaks, constitutes a clear violation of California's meal period requirements.

5 135. Plaintiff and the Class Members did not sign a valid on-duty meal period agreement at any
6 point during their employment with Defendants.

7 136. Plaintiff and the Misclassification Class typically worked more than six (6) hours per day
8 and did not waive any of their meal periods.

9 137. Therefore, as a result of Defendants' conduct, including the conduct alleged herein,
10 Defendant violated Labor Code §§ 226.7, 512, and 1198, as well as the applicable IWC Wage Order when
11 Defendants failed to provide Plaintiff and the Misclassification Class members a 30-minute, duty-free
12 meal period before the commencement of their sixth hour of work, and a second 30-minute, duty-free
13 meal period before the commencement of their eleventh hour of work.

14 138. Consequently, pursuant to Labor Code § 226.7(b) and the "Meal Periods" section of the
15 Wage Order, Defendants were required to pay Plaintiff and the Misclassification Class one additional hour
16 of pay at their regular rate of compensation for each day that Defendants did not provide Plaintiff and the
17 Misclassification Class with a 30-minute, duty-free meal period before the commencement of their sixth
18 hour of work or a second 30-minute, duty-free meal period before the commencement of their eleventh
19 hour of work.

20 139. Despite this obligation, Defendants did not pay Plaintiff and the Misclassification Class
21 one additional hour of pay at each employee's regular rate of compensation for each day that Defendants
22 did not provide Plaintiff and the Misclassification Class with a 30-minute, duty-free meal period before
23 the commencement of their sixth hour of work or a second 30-minute, duty-free meal period before the
24 commencement of their eleventh hour of work.

25 140. Thus, Defendants intentionally refused to perform their obligations to provide meal periods
26 and further failed to compensate Plaintiff and the Misclassification Class with all owed meal premium

wages as set forth by Labor Code § 226.7(b) and the IWC Wage Order.

141. Plaintiff and the Misclassification Class suffered and continue to suffer losses related to Defendants' failure to provide the Misclassification Class with a 30-minute, duty-free meal period before the commencement of their sixth hour of work or a second 30-minute, duty-free meal period before the commencement of their eleventh hour of work.

142. Plaintiff and the Misclassification Class also suffered and continue to suffer losses related to Defendants failure to pay an additional hour of pay for each day a legally compliant meal period was not provided and the associated use and enjoyment of compensation due and owing to them as a direct result of Defendants' Labor Code and IWC Wage Order violations.

143. Plaintiff seeks all available remedies for Defendants' violations, including, but not limited to, all wages due, monies, and interest to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Violation of Labor Code §§ 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order)

(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)

144. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

145. Plaintiff and similarly situated Class Members are and/or were "non-exempt" employees of Defendants in the State of California within the meaning of the Labor Code and the applicable IWC Wage Order.

146. Plaintiff and, on information and belief, other Class Members were misclassified as independent contractors when they should have been classified as "non-exempt" employees of Defendants within the meaning of the Labor Code and the applicable IWC Wage Order.

147. Labor Code § 226.7 requires employers, including Defendants, to provide to their

employees, including Plaintiff, paid rest periods as mandated by the IWC Wage Orders.

148. Labor Code § 1198 states that the “maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

149. The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

150. The Wage Order further states, “[a]uthorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

151. Here, Plaintiff and the Misclassification Class were subject to the same policies, practices, and procedures governing the provision and scheduling of rest periods.

152. Plaintiff and similarly situated Class Members were not authorized and permitted to take compliant rest periods because Defendants had and have a policy and/or practice of requiring Class Members to remain available for patient care duties at all times, including during would-be rest periods.

153. Specifically, Plaintiff and, on information and belief, other Class Members were unable to take rest periods due to chronic understaffing and overwhelming patient care demands.

154. Defendants required constant monitoring of residents and patients, making it difficult for Class Members to take breaks. Plaintiff and other Class Members were not relieved of all work-related duties during any purported rest periods and were required to remain available to respond to patient needs and supervisor inquiries at all times.

155. Defendants' practice of threatening employees with write-ups or termination for attempting

1 to take breaks further demonstrates that Class Members were not free from Defendants' control during any
2 rest periods and were not provided with legally compliant, off-duty rest periods.

3 156. Although Plaintiff and Misclassification Class members were not authorized and permitted
4 to take timely off-duty rest periods of at least ten (10) minutes for each four-hour work period or major
5 fraction thereof, Defendants did not pay Plaintiff and the Misclassification Class appropriate rest period
6 premium wages for each day in which Defendants did not authorize and permit Plaintiff and the
7 Misclassification Class to take compliant rest periods, in violation of Labor Code § 226.7 and the
8 applicable IWC Wage Order.

9 157. Plaintiff and the Misclassification Class suffered and continue to suffer losses related to
10 Defendants' failure to pay an additional hour of pay for each day a rest period was not provided and the
11 associated use and enjoyment of compensation due and owing to them as a direct result of Defendants'
12 Labor Code and IWC Wage Order violations.

13 158. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
14 to any and all wages due, monies, and interest, to the extent permitted by law.

15 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

18 **(Violation of Labor Code §§ 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days**
19 **of Work" sections of the Applicable IWC Wage Order)**

20 **(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)**

21 159. Plaintiff re-alleges and incorporates by reference the allegations contained in the
22 paragraphs above, as though fully set forth herein.

23 160. Plaintiff and similarly situated Class Members are and/or were "non-exempt" employees
24 of Defendants in the State of California within the meaning of the Labor Code and the applicable IWC
25 Wage Order.

26 161. Plaintiff and, on information and belief, other Class Members were misclassified as

1 independent contractors when they should have been classified as "non-exempt" employees of Defendants
2 within the meaning of the Labor Code and the applicable IWC Wage Order.

3 162. Labor Code § 1197 provides, "[t]he minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
5 minimum wage so fixed is unlawful."

6 163. The "Minimum Wages" section of the applicable IWC Wage Order provides that an
7 employer may not pay employees less than the applicable minimum for all hours worked.

8 164. The applicable IWC Wage Order defines the term "hours worked" as "the time during
9 which an employee is subject to the control of an employer and includes all the time the employee is
10 suffered or permitted to work, whether or not required to do so."

11 165. Furthermore, pursuant to Labor Code § 1198, "[t]he maximum hours of work and the
12 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
13 standard conditions of labor for employees. The employment of any employee for longer hours than those
14 fixed by the order or under conditions of labor prohibited by the order is unlawful."

15 166. Labor Code § 1194 provides, in part, that any employee receiving less than the legal
16 minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including
17 interest thereon, reasonable attorney's fees, and costs of suit.

18 167. Labor Code § 1194.2 allows an employee to recover liquidated damages in an amount
19 equal to the wages unlawfully unpaid and interest thereon for any action under Labor Code § 1194.

20 168. As set forth herein, Defendants failed to pay Plaintiff and Misclassification Class all regular
21 and minimum wages for all the time spent working and under the control of Defendants.

22 169. Defendants failed to compensate Plaintiff and, on information and belief, other similarly
23 situated and/or Aggrieved Employees for work performed while off the clock.

24 170. Plaintiff and Class members were required to complete post-shift, work-related tasks
25 despite already having already clocked out for the day.

26 171. Plaintiff and other similarly situated and/or Aggrieved Employees were also required to

1 promptly respond to messages from supervisors and schedulers via text message and the ePeople
2 application at all hours, including outside of their scheduled working hours. Defendants improperly
3 considered this off-the-clock work performed by Plaintiff and, on information and belief, other similarly
4 situated and/or Aggrieved Employees as non-compensable time and failed to provide any remuneration
5 for this time worked

6 172. Plaintiff and the Misclassification Class suffered and continue to suffer losses related to
7 the use and enjoyment of compensation due and owing to them as a direct result of Defendants' unlawful
8 acts and Labor Code violations in an amount to be shown according to proof at trial and within the
9 jurisdictional limitations of this Court.

10 173. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
11 to, any and all wages due, monies, interest, liquidated damages, attorney's fees, and costs to the extent
12 permitted by law.

13 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME AND DOUBLE TIME WAGES**

16 **(Violation of Labor Code §§ 510, 1194, 1198, and the "Minimum Wages" and "Hours and Days**
17 **of Work" sections of the Applicable IWC Wage Order)**

18 **(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)**

19 174. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 paragraphs above, as though fully set forth herein.

21 175. Labor Code § 510 provides, "[a]ny work in excess of eight hours in one workday and any
22 work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
23 work in any one workweek shall be compensated at the rate of no less than one and one-half times the
24 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at
25 the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of
26 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the

1 regular rate of pay of an employee.” The “Hours and Days of Work” section of the applicable IWC Wage
2 Order mandates the same requirements.

3 176. Labor Code § 1194 provides any employee receiving less than the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
5 full amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and
6 costs of suit.

7 177. Furthermore, pursuant to Labor Code § 1198, “[t]he maximum hours of work and the
8 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
9 standard conditions of labor for employees. The employment of any employee for longer hours than those
10 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 178. The applicable IWC Wage Order defines the term “hours worked” as “the time during
12 which an employee is subject to the control of an employer and includes all the time the employee is
13 suffered or permitted to work, whether or not required to do so.”

14 179. In California, overtime is computed based on the regular rate of pay. The regular rate of
15 pay includes all different types of remuneration, including hourly earnings, salary, piecework earnings,
16 commissions, and non-discretionary bonuses, and the value of meals and lodging.

17 180. Defendants misclassified Plaintiff and Class Members as independent contractors rather
18 than non-exempt employees, and thus failed to pay them overtime and double time wages as required by
19 law.

20 181. Defendants had and/or have a policy and practice of failing to timely pay all overtime and
21 double time wages to Plaintiff and, on information and belief, other Class Members for all hours actually
22 worked or time spent under the control of Defendants.

23 182. Defendants failed to timely pay all overtime and double time wages to Plaintiff and Class
24 Members for all hours worked in excess of eight hours per day, twelve hours per day, and/or forty hours
25 per week.

26 183. Despite regularly working more than eight hours per day and 40 hours per week, Plaintiff

1 was never paid overtime wages or double time at the required premium rates. Defendants paid Plaintiff
2 only his regular rate of \$27.00 per hour regardless of the number of hours worked.

3 184. Additionally, given that Defendants do not account for nor compensate Class Members for
4 off-the-clock time, Defendants' failure to pay overtime wages resulted in far worse underpayment of
5 overtime and double time wages owed to Plaintiff and other Class Members.

6 185. Additionally, Defendants' practice of automatically deducting one hour of pay for meal
7 periods that Class Members did not actually take, resulted in additional uncompensated overtime and/or
8 double time.

9 186. Plaintiff and the Misclassification Class suffered and continue to suffer losses related to
10 the use and enjoyment of compensation due and owing to them as a direct result of Defendants' unlawful
11 acts and Labor Code violations in an amount to be shown according to proof at trial and within the
12 jurisdictional limitations of this Court.

13 187. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
14 to any and all wages due, monies, interest, attorney's fees, and costs to the extent permitted by law.

15 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF**
18 **EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

19 **(Violation of Labor Code §§ 201, 202, 203)**

20 **(By Plaintiff individually and on behalf of the Waiting Time Penalties Subclass against all**
21 **Defendants)**

22 188. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all
23 paragraphs of this Complaint.

24 189. Labor Code § 201(a) states, in pertinent part, "[i]f an employer discharges an employee,
25 the wages earned and unpaid at the time of discharge are due and payable immediately."

26 190. Labor Code § 202(a) provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

191. Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

193. Meal and rest premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022).

194. Defendants have a common practice of misclassifying members of the Waiting Time Penalties Subclass as independent contractors.

195. Members of the Waiting Time Penalties Subclass are no longer employed by Defendants.

196. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment.

197. Upon separation of employment, members of the Waiting Time Penalties Subclass did not receive all wages due and owing, such as compensation for all time worked or spent under the control of Defendants, all unpaid regular wages, all unpaid overtime wages, all unpaid meal period premium wages, all unpaid rest period premium wages, and all unreimbursed business expenses.

198. Members of the Waiting Time Penalties Subclass have yet to receive any waiting time penalties despite not been paid all the wages that were due and owed to them upon their separation of employment.

199. As a consequence of Defendant's willful and deliberate refusal to render all wages due and owing upon separation of employment, Plaintiff and the Waiting Time Penalties Subclass are entitled to and thus seek a maximum of thirty (30) days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

201. Plaintiff is also entitled to and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code §§ 226, 226.3, and the "Records" section of the Applicable IWC Wage Order)

(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)

202. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

203. Labor Code § 226(a) provides, in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

204. Labor Code § 226(e)(1) further provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee

for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

205. An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information and the employee cannot "promptly and easily determine from the wage statement alone" information required to be on the statement, including the amount of gross or net wages paid and the total hours worked. (Lab. Code § 226(e)(2)(B)(i).)

206. Labor Code § 226(h) states: "An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

207. Defendants have a common practice of misclassifying Class Members as independent contractors.

208. Defendant knowingly and intentionally failed to furnish Plaintiff and other members of the Misclassification Class with accurate, itemized wage statements that complied with Labor Code § 226 at the time of each payment of wages.

209. Due to Defendants' willful misclassification of Class Members as independent contractors, Defendants issued IRS Form 1099s rather than W-2s and accordingly, payment documents issued to Plaintiff and other Class Members were formatted as vendor payments rather than employee wage statements.

210. The payment documents provided to Plaintiff and Class Members did not include the information required by California law, including total hours worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, gross wages earned, all deductions (including the automatic meal period deductions), and net wages earned.

211. The payment documents provided failed to reflect the gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the Class Member was being paid, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, the Class Member's social security number or employee identification

number, and the name and address of the legal entity that is the employer.

212. As a result of receiving vendor-style payment documentation instead of proper itemized wage statements, Plaintiff and other Class Members were unable to determine their actual hours worked, applicable rates of pay—including overtime rates—proper wage calculations, or the nature and amount of deductions taken from their pay.

213. Due to the missing and/or incorrect information on their wage statements, Class Members are unable to promptly and easily determine their gross and net wages earned and their total hours worked during the pay period.

214. Plaintiff and Class Members suffered injury because they cannot promptly and easily determine from the wage statements or other documents the information required to be provided by Labor Code section 226(a).

215. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and the other members of the Misclassification Class are entitled to recover from Defendant statutory penalties for each pay period in which a violation occurred, pursuant to Labor Code § 226(e), in an amount not to exceed an aggregate of \$4,000 per employee.

216. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent violation.

217. Plaintiff and the Misclassification Class are entitled to, and seek to recover, civil penalties pursuant to Labor Code § 226.3 for Defendant's violations of Labor Code § 226(a).

218. Plaintiff, on behalf of himself and the Misclassification Class, also seeks injunctive relief to ensure Defendant's compliance with Labor Code § 226, and an award of reasonable attorneys' fees and costs, as provided for by Labor Code § 226(e) and (h).

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Violation of Labor Code §§ 2802, 2804)

(By Plaintiff individually and on behalf of the Misclassification Class against all Defendants)

219. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

220. Labor Code § 2802(a) provides, in pertinent part, “[a]n 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, or of his or her obedience to the directions of the employer.”

221. Labor Code § 2802(c) states, “[f]or the purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

222. The “Uniforms and Equipment” section of the applicable IWC Wage Order provides that “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer...”

223. Defendants have a common practice of misclassifying Class Members as independent contractors.

224. Defendants required Plaintiff and, on information and belief, Class Members to incur necessary business expenses in the discharge of their duties without providing any reimbursement.

225. Specifically, Defendants required Class Members to provide their own uniforms and certain medical instruments necessary for patient care duties. Defendants never reimbursed Class Members for these expenses.

226. Defendants also required Class Members to use their personal vehicles and pay for gasoline to travel to and from work assignments at various healthcare facilities. Defendants never reimbursed Class Members for the expenses incurred associated with use of their own vehicles for work purposes.

227. Defendants also required Class Members to use their personal cell phones for work related purposes like accessing Defendants' ePeople application used for clocking in and out, receiving work

schedules and assignments, and communicating with supervisors and schedulers. Defendants mandated the use of this application on personal phones.

228. Plaintiff and Class Members incurred these costs in direct consequence of the discharge of their duties, as Plaintiff and Class Members were instructed by Defendants to provide their own uniforms, use their personal vehicles for work purposes, bring their own medical instruments, and use their personal cell phones to run Defendant's ePeople application.

229. Despite these mandatory business expenses incurred by Plaintiff and other Class Members in the direct discharge of their job duties, Defendants failed to provide any reimbursement in violation of Labor Code section 2802.

230. Defendant knew or should have known that Plaintiff other Class Members were incurring these necessary business expenses, yet Defendant maintained a policy and practice of failing to reimburse them for these costs.

231. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and the other members of the Misclassification Class have been damaged in an amount equal to the unreimbursed expenses they incurred, plus interest thereon, and have suffered other cognizable harm. The exact amount of damages is presently unknown but exceeds the jurisdictional minimum of this Court and will be established at trial.

232. Plaintiff, on behalf of himself and the Misclassification Class, seeks all available remedies for Defendant's violations, including but not limited to, reimbursement for all necessary expenditures, interest as provided by Labor Code § 2802(b), attorneys' fees, and costs, to the extent permitted by law.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(Violation of Business and Professions Code § 17200 et seq.)

(By Plaintiff individually and on behalf of the Misclassification against all Defendants)

233. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all

1 paragraphs of this Complaint.

2 234. California Business & Professions Code § 17200, et seq., prohibits acts of unfair
3 competition, which includes any “unlawful, unfair or fraudulent business act or practice.”

4 235. The “unlawful” prong of the UCL deems a violation of an underlying law a per se violation
5 of Business & Professions Code § 17200, et seq. Virtually any law or regulation—federal or state,
6 statutory, or common law—can serve as a predicate for a § 17200 “unlawful” violation.

7 236. The “unfair” prong of the UCL does not require a practice to be specifically proscribed by
8 any law. The “unfair” standard is intentionally broad to give maximum discretion to courts in prohibiting
9 new schemes to defraud.

10 237. Under the UCL, a “fraudulent” business act or practice is one where “members of the public
11 are likely to be deceived.” A showing of actual deception, reasonable reliance, or damages is not required.
12 The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms
13 are presented to an individual.

14 238. As discussed herein, Defendant’s business practices violate all three prongs of California’s
15 UCL.

16 **Unlawful Business Practices**

17 239. Defendants' violations of the Labor Code and the applicable IWC Wage Order constitute
18 unlawful business practices because these actions were done in a systematic manner over a period of time
19 to the detriment of Plaintiff and the Misclassification Class. The acts complained of herein occurred within
20 the last four years preceding the filing of this complaint and include, but are not limited to: (i)
21 misclassifying employees as independent contractors; (ii) failing to provide timely and compliant meal
22 periods and rest periods; (iii) failing to pay all wages, including minimum, regular, overtime, and double
23 time wages, as well as meal and rest period premiums; (iv) failing to reimburse necessary business
24 expenses; (v) failing to provide and maintain accurate itemized wage statements; (vi) failing to timely pay
25 all wages upon separation of employment. Defendant clearly engaged in unlawful business practices.

26 **Unfair Business Practices**

241. Defendant's conduct unfairly deprived Plaintiff and the Misclassification Class of all earned wages. Defendant also unfairly denied Plaintiff and the Misclassification Class their right to meal and rest periods by failing to relieve them of all duties and by creating conditions that made taking compliant breaks impossible.

242. Further, Defendant unfairly denied Plaintiff and the Misclassification Class access to accurate wage statements and employee records, preventing them from readily ascertaining whether they were properly compensated.

243. Defendants' practices violate the fraudulent prong of the UCL because Defendants willfully misrepresented Plaintiff and the Misclassification Class that they were independent contractors and not employees. Defendants falsely represented to Plaintiff and Class Members that they were not entitled to the benefits and protections of the Labor Code and applicable IWC Wage Order, including, but not limited to, minimum wages, overtime wages, meal and rest periods, reimbursement for business expenses, and accurate itemized wage statements.

244. Additionally, Defendant regularly provided Plaintiff Class with invoices, rather than wage statements containing false information because Defendant failed to accurately record all hours worked or meal and rest periods missed. The invoices were likely to deceive employees into believing they had been paid all wages due.

245. As a direct and proximate result of Defendant's unlawful, unfair, and fraudulent business practices, Plaintiff and the Misclassification Class have suffered injury-in-fact and have lost money and

1 property in the form of wages rightfully owed to them.

2 246. Through its unlawful, unfair, and fraudulent conduct, Defendant has been unjustly enriched
3 by receiving benefits and profits at the expense of Plaintiff and the Misclassification Class. Therefore,
4 pursuant to Business & Professions Code § 17200, et seq., Defendant should be enjoined from this activity
5 and made to disgorge all ill-gotten gains and restore to Plaintiff and the Misclassification Class the wages
6 wrongfully withheld from them.

7 247. Plaintiff is entitled to and seeks any and all available remedies including restitution and
8 recovery of reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, Business
9 and Professions Code § 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

10 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

11 **NINTH CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **(Violation of Labor Code §§ 2698 et seq.)**

14 **(By Plaintiff in his representative capacity against all Defendants)**

15 248. Plaintiff re-alleges and incorporates by reference the allegations contained in the
16 paragraphs above, as though fully set forth herein.

17 249. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
18 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,
19 boards, agencies or employees for violation of the code may, as an alternative, be recovered through a
20 civil action brought by an aggrieved employee on behalf of himself and other current or former employees
21 pursuant to the procedures specified in Labor Code § 2699.3.

22 250. Pursuant to Labor Code § 2699(a), Plaintiff seeks civil penalties, on behalf of himself and
23 all other current and former employees of Defendants that worked as non-exempt employees in
24 California—the “Aggrieved Employees.”

25 251. Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks to recover civil
26 penalties through this enforcement action based on violations of the following Labor Code and/or IWC

Wage Order provisions:

- a. Misclassification as an independent contractor in violation of labor code sections 226.8, 2775, and 3353;
- b. Failing to pay minimum, regular, and overtime wages in violation of labor code sections 204, 210, 510, 1194, 1197, and 1198 and the “Minimum Wages” and “Hours and Days of Work” section of the Applicable IWC Wage Order.
- c. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order;
- d. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order;
- e. Failing to timely pay all wages due and owing upon separation of employment, and applicable waiting time penalties, in violation of Labor Code sections 201, 202, and 203;
- f. Failing to furnish accurate itemized wage statements in violation of Labor Code sections 226, and the “Records” section of the Applicable IWC Wage Order;
- g. Failing to maintain accurate employment records in violation of Labor Code sections 1174, and the “Records” section of the Applicable IWC Wage Order; and
- h. Failing to reimburse for necessary business expenses in violation of Labor section 2802.
- i. Failing to provide employment file in violation of Labor Code sections 432, 1198.5 and the “Records” section of the applicable IWC Wage order.

252. This cause of action involves allegations of violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 224, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,

1 1197.1, 1198, 1198.5, 2775, 2802, and 3353, which pursuant to Labor Code § 2699.5, provide for a civil
2 penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an
3 aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures
4 specified in Labor Code § 2699.3.

5 253. Plaintiff has exhausted his obligation to provide administrative notice to the LWDA and
6 Defendants, and now seeks penalties on behalf of himself and other current and former California
7 employees of Defendants.

8 254. Defendants employed Plaintiff and Plaintiff had all of the alleged violations committed
9 against him. Therefore, Plaintiff is an "aggrieved employee" under PAGA because the alleged violator
10 employed him committed all the alleged violations against him. As such, Plaintiff is properly suited to
11 represent the interests of other Aggrieved Employees in a PAGA Representative action.

12 255. Plaintiff seeks the recovery of all available civil penalties under Labor Code section
13 2699(a).

14 256. For all provisions of the Labor Code except those for which a civil penalty is specifically
15 provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee,
16 except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the
17 following are met: (a) an agency or court issued a finding or determination to the employer that its policy
18 or practice giving rise to the violation was unlawful within the five years preceding the alleged violation,
19 or (b) the court determines that the employer's conduct giving rise to the violation was malicious,
20 fraudulent, or oppressive. Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks the
21 civil penalties described in Labor Code section 2699(f)(2).

22 257. Labor Code section 226.8(c) provides that if an employer has violated Labor Code section
23 226.8(a) and the employer has engaged in or is engaging in a pattern or practice of these violations, the
24 employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more
25 than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines
26 permitted by law.

259. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 204, 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee. Each subsequent violation, or any willful or intentional violation shall be subject to a civil penalty of \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

260. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each Aggrieved Employees per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

261. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d).

263. Labor Code § 1198.5(k) provides that if an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section...the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

264. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs.

265. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs incurred herein.

266. Plaintiff seeks to recover civil penalties on behalf of himself and other Aggrieved Employees for Defendant's violations of the Labor Code. The exact amount of the applicable penalties is an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

267. Plaintiff, on behalf of himself and the other Aggrieved Employees, requests further relief as described in the below prayer.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For an order certifying this action as a class action, with the named Plaintiff as the class representative;
- b. For the attorneys appearing in the above caption to be appointed as class counsel;
- c. For general damages;
- d. For special damages;

- e. Actual and compensatory damages for injuries suffered by Plaintiffs and the Classes;
- f. Statutory damages and treble damages;
- g. Punitive/exemplary damages;
- h. Civil penalties;
- i. For an award of liquidated damages to the extent permissible by Labor Code § 1194.2;
- j. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, 1194, and 1102.5;
- k. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and the Orders of the Industrial Welfare Commission;
- l. For restitution as provided by Business and Professions Code § 17200, *et seq.*;
- m. For an order requiring Defendant to restore and disgorge all funds to each affected person acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code § 17200, *et seq.*;
- n. For an award of damages in the amount of unpaid compensation and monies including, but not limited to actual damages, unpaid wages, minimum wages, regular wages, overtime wages, vacation wages, waiting time penalties and other penalties according to proof, including interest thereon, to the extent permissible by law;
- o. For an award of an additional hour of pay at the regular rate of compensation for each noncompliant meal and rest period, pursuant to Labor Code § 226.7 and the applicable Order of the Industrial Welfare Commission;
- p. For an award of the greater of actual damages or the liquidated damage amounts

- provided by Labor Code § 226(e) for Defendant's failure to provide accurate itemized wage statements, pursuant to Labor Code § 226(a);
- q. For injunctive relief as provided by the Labor Code including but not limited to Labor Code § 226(h), and Business and Professions Code § 17200, *et seq.*;
- r. For indemnification of all losses incurred as a result of employment with Defendants, with interest;
- s. For pre- and post-judgement interest to the extent permitted by law including, but not limited to, Labor Code §§ 218.6 and 1194;
- t. For an order imposing a constructive trust upon Defendant to compel it to transfer wages that have been wrongfully obtained and held by Defendant to unpaid employees;
- u. For an accounting to determine all money wrongfully obtained and held by Defendants;
- v. For a declaratory judgment that Defendant violated Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1197, and 1198, as well as the "Hours and Days of Work," "Minimum Wages," "Records," "Meal Periods," and "Rest Periods" sections of the Wage Order of the Industrial Welfare Commission;
- w. An award of such other and further relief as this Court deems proper and just

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues triable to a jury.

Respectfully submitted,

Dated: May 18, 2026

ARCH LEGAL, P.C.

By:



HALI M. ANDERSON

OMMAR CHAVEZ

Attorneys for Plaintiff Rochell D. Minor